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BEFORE THE ARIZONA CORPORATION COMMISSION

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MARC SPITZER  
Chairman  
WILLIAM MUNDELL  
Commissioner  
JAMES M. IRVIN  
Commissioner  
JEFF HATCH-MILLER  
Commissioner  
MIKE GLEASON  
Commissioner

Arizona Corporation Commission  
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IN THE MATTER OF THE QWEST  
CORPORATION'S COMPLIANCE WITH  
SECTION 252(e) OF THE  
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. RT-00000F-02-0271

IN THE MATTER OF U S WEST  
COMMUNICATIONS, INC.'S COMPLIANCE  
WITH § 271 OF THE  
TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-00000A-97-0238

### QWEST'S NOTICE OF FILING

Qwest Corporation ("Qwest") hereby provides notice of filing the attached rebuttal testimonies in both above-captioned dockets on this 7<sup>th</sup> day of March, 2003: Larry B. Brotherson, Dana Lynn Filip Crandall, Judith Rixe and Harry M. Shooshan III.

RESPECTFULLY SUBMITTED this 7<sup>th</sup> day of March 2003.

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**BEFORE THE ARIZONA CORPORATION COMMISSION**

**MARC SPITZER  
CHAIRMAN**

**JIM IRVIN  
COMMISSIONER**

**WILLIAM A. MUNDELL  
COMMISSIONER**

**MIKE GLEASON  
COMMISSIONER**

**JEFF HATCH-MILLER  
COMMISSIONER**

**IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) ) DOCKET NO. RT-00000F-02-0271  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )**

**IN THE MATTER OF U S WEST )  
COMMUNICATIONS INC.'S )  
COMPLIANCE WITH § 271 ) DOCKET NO. T-00000A-97-0238  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )**

**TESTIMONY OF LARRY B. BROTHERSON**

**MARCH 7, 2003**

**REDACTED**



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1     **I.                   IDENTIFICATION OF WITNESS**

2     **Q:     PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.**

3     A:     My name is Larry B. Brotherson. I am employed by Qwest Corporation  
4           ("Qwest") as a director in the Wholesale Markets organization. My business  
5           address is 1801 California Street, Room 2440, Denver, Colorado, 80202. I am  
6           the same Larry Brotherson who filed direct testimony in this proceeding.

7     **Q:     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8     A:     I have reviewed the testimony filed on behalf of RUCO and Staff and would like  
9           to respond to some of the issues raised in that testimony. In particular, my  
10          testimony will address the following:

11           • I reference specific evidence for the Commission's consideration as  
12           to whether the written purchase agreements represented the  
13           complete agreement between Qwest and McLeod or whether the  
14           parties had an oral agreement that Qwest would provide McLeod a  
15           discount or rebate off its purchases from Qwest.

16           • Eschelon and McLeod had specific concerns regarding Qwest's  
17           performance under the interconnection agreements. Provisions  
18           regarding regulatory participation in agreements with Eschelon and  
19           McLeod were expressly contingent on Qwest's satisfying the  
20           concerns of those CLECs so that they would have no reason to  
21           oppose Qwest's Section 271 efforts.

22           • Qwest disagrees with Staff's conclusion that two agreements with  
23           Allegiance are not form contracts and are subject to Section 252. In  
24           addition, the language from these forms was contained in other filed  
25           interconnection agreements and available to CLECs. However,

1 Qwest is willing to file such agreements in the future. Qwest also  
2 disagrees with Staff's conclusion that a particular agreement with  
3 Paging Network triggers a filing obligation, and would like clarification  
4 in that regard.

- 5 • Marylee Diaz Cortez, on behalf of RUCO, made several allegations  
6 regarding Qwest's billing and accounting processes for the UNE-Star  
7 product. The rates paid by carriers who purchased variations of the  
8 UNE-Star product are contained in filed and approved  
9 interconnection agreement amendments in Arizona, and neither  
10 Qwest's billing processes nor its accounting procedures related to  
11 UNE-Star worked to conceal information from other carriers or  
12 regulators.

- 13 • Staff, and to some extent RUCO, suggest that Qwest has not  
14 sufficiently demonstrated that any misconduct is limited to the past.  
15 The evidence, however, reflects otherwise. Qwest has a strong  
16 commitment to regulatory compliance, and the insinuations otherwise  
17 are not supported by the facts.

- 18 • The monetary penalty proposed by Staff is far too high. Staff's  
19 recommended penalty fails to take into account that the non-  
20 monetary provisions of the Eschelon and McLeod agreements did  
21 not cause any discrimination. Staff also did not consider whether  
22 other CLECs would have been eligible to opt into the monetary  
23 provisions. Those provisions that clearly caused no discrimination  
24 should not be the basis for fines calculated on a daily basis.

- 25 • Staff's proposal regarding both a prospective and retrospective 10%  
26 discount is also excessive in light of the fact that the alleged  
27 discounts with Eschelon and McLeod have indisputably been

1 terminated and are not ongoing, and that Staff's proposed remedy  
2 therefore grants CLECs more than what either Eschelon or McLeod  
3 actually received.

4 • Staff's proposals regarding a Code of Conduct and changes to  
5 wholesale service quality standards are also not appropriate. The  
6 aims that Staff seeks to achieve through a Code of Conduct are more  
7 than adequately addressed by the clarity provided by the October 4,  
8 2002 FCC Order and the remedial actions already implemented by  
9 Qwest. Because this docket is exclusively about compliance with  
10 Section 252(e), any penalty proposal regarding wholesale service  
11 quality standards is inappropriate.

12 • Qwest is willing to obtain and pay for an independent consultant to  
13 monitor Qwest's compliance with its filing obligations pursuant to the  
14 1996 Act.

15 • Phase B of this proceeding, which will look at individual carrier opt-in  
16 issues, is limited to the provisions in the agreements at issue that  
17 pertain to ongoing 251 services. That is, CLECs can opt into only  
18 those agreements that have ongoing provisions relating to Section  
19 251, cannot opt into backward-looking settlement payments, and  
20 must be eligible in terms of being similarly situated and being  
21 obligated to assume related provisions.

22 **II. PURCHASE AGREEMENTS WITH MCLEODUSA AND ALLEGED**  
23 **ORAL AGREEMENT**

24 **Q: HAVE YOU READ CLAY DEANHARDT'S AND MARYLEE DIAZ CORTEZ'S**  
25 **TESTIMONY RELATED TO THE OCTOBER 26, 2000 PURCHASE**  
26 **AGREEMENTS BETWEEN MCLEOD AND QWEST?**

1 A: Yes.

2 Q: COULD YOU DESCRIBE THE WRITTEN AGREEMENTS?

3 A: McLeod and Qwest entered into two Purchase Agreements. Under the terms  
4 of the McLeod Purchase Agreement (Exhibit MDC-2A), McLeod agreed to  
5 purchase from Qwest Communications Corporation ("QCC") and its  
6 subsidiaries a minimum amount of "telecommunications, enhanced or  
7 information services, network elements, interconnection or collocation services  
8 or elements, capacity, termination or origination services, switching or fiber  
9 rights." The total value of McLeod's commitment to Qwest was [BEGIN  
10 TRADE SECRET] REDACTED [END TRADE SECRET] Under the terms of  
11 the Qwest Purchase Agreement (Exhibit MDC-2B), QCC agreed to purchase  
12 quarterly between January 1, 2001 and December 31, 2003 a set minimum  
13 amount of products from McLeod. The total value of QCC's commitment to  
14 McLeod was [BEGIN TRADE SECRET] REDACTED [END TRADE  
15 SECRET] Both the McLeod Purchase Agreement and the QCC Purchase  
16 Agreement are take or pays, meaning that in the event the purchaser failed to  
17 meet the minimum, it agreed to pay the vendor the difference between the  
18 amount of actual purchases and the amount of the minimum.

19 Q: WERE YOU INVOLVED IN THE NEGOTIATION OR IMPLEMENTATION OF  
20 THESE PURCHASE AGREEMENTS?

21 A: No.

22 Q: MR. DEANHARDT AND MS. CORTEZ TESTIFIED THAT MCLEOD AND  
23 QWEST ENTERED INTO AN ORAL AGREEMENT IN OCTOBER OF 2000  
24 FOR QWEST TO PROVIDE MCLEOD WITH A DISCOUNT OR REBATE OF UP  
25 TO 10% OFF ALL MCLEOD'S PURCHASES FROM QWEST. IS THERE ANY  
26 ADDITIONAL EVIDENCE FOR THE COMMISSION TO CONSIDER?

1 A: I refer the following to the Commission for its consideration of this issue: Mr.  
2 Deanhardt based his testimony largely on the affidavit and deposition of Blake  
3 Fisher, McLeod's former Group Vice President and Chief Planning and  
4 Development Officer, in which Mr. Fisher stated that Qwest and McLeod  
5 entered into an oral agreement for a 10% discount. See Exhibit CD-4. Mr.  
6 Fisher described a conference call during which Qwest representatives  
7 allegedly agreed to provide McLeod with a discount. The reliability of these  
8 statements is questionable, not only because they constitute hearsay, but also  
9 because Mr. Fisher did not subject his version of the events to live cross-  
10 examination under oath at the Minnesota hearing, despite the issuance of a  
11 subpoena directing him to appear.

12 I also refer for the Commission's consideration certain actions taken by McLeod  
13 during the time period the conversations described by Mr. Fisher allegedly  
14 occurred. That is, McLeod authored and faxed to Qwest on October 23, 2000 a  
15 draft Service and Billing Agreement. That draft agreement was in the form of a  
16 take-or-pay arrangement rather than a discount. That agreement is marked as  
17 Exhibit LBB-26 and was received and maintained in the regular course of  
18 business. An attachment to that draft agreement contains [TRADE SECRET  
19 BEGINS]

20  
21 REDACTED  
22  
23

24 [TRADE SECRET ENDS] McLeod's actions in drafting such an  
25 agreement are at odds with the alleged oral discount described by Mr. Fisher.

26 The companies' accounting treatment of the payments made by QCC to  
27 McLeod is also inconsistent with a discount and consistent with a purchase  
28 agreement. Qwest initially booked the payments made by Qwest to McLeod as  
29 a reduction in revenue. However, in June 2001, before this proceeding or the

1 proceeding in Minnesota was initiated, this was corrected and the payments  
2 made pursuant to the Purchase Agreement were booked as expenses, which is  
3 consistent with a Qwest purchase of products. If the transaction was for a  
4 discount, the payments to McLeod would have booked as a reduction in  
5 revenues. Exhibit LBB-27 is a journal entry reflecting that accounting  
6 treatment. LBB-27 was produced and maintained in the regular course of  
7 business. McLeod booked the payments it received from QCC as revenue,  
8 rather than as a reduction in cost. This accounting treatment is also  
9 inconsistent with a discount or rebate and consistent with a purchase  
10 agreement. True and correct copies of McLeod's responses to interrogatories  
11 11, 12, and 13 in the Minnesota proceeding are attached as Exhibit LBB-28.

12 I also refer for the Commission's consideration the fact that the transaction  
13 described by Mr. Fisher and Mr. Deanhardt is inconsistent with the written and  
14 signed agreements between the parties. The Purchase Agreements expressly  
15 provide that they "may be amended or altered only by written instrument  
16 executed by an authorized representative of both Parties." (§ 1.2.) The  
17 transaction described by Mr. Fisher and Mr. Deanhardt is outside the scope of  
18 this legally binding agreement.

19 **Q: DID QWEST TAKE ANY ACTIONS AS A RESULT OF THE ALLEGATIONS**  
20 **THAT IT AGREED TO PROVIDE MCLEOD WITH A 10% DISCOUNT OR**  
21 **REBATE?**

22 **A:** Yes. First, Qwest began negotiating with McLeod to terminate not only the  
23 written purchase agreements, but also any alleged oral discount agreement.  
24 On September 19, 2002, the parties cancelled the Purchase Agreements and  
25 any amendments as of June 30, 2002. One of the purposes of the termination  
26 agreements was to resolve any issues as to whether McLeod was receiving  
27 any services or rates that were not offered to other CLECs on a going forward  
28 basis.

1 In addition, as a result of the allegations regarding a discount and other  
2 allegations regarding Qwest's compliance with Section 252, Qwest instituted a  
3 number of remedial actions, which I described in my direct testimony. These  
4 remedial actions, such as the formation of the wholesale review committee,  
5 focused not only upon ensuring that Qwest files written provisions containing  
6 ongoing obligations to provide Section 251 services, but also to protect against  
7 oral agreements relating to terms, conditions, or rates for Section 251 services.

8 **Q: DID QWEST TERMINATE ANY OTHER AGREEMENTS THAT ARE AT**  
9 **ISSUE?**

10 A: Yes. As I mentioned in my direct testimony, as a remedial measure and in  
11 response to allegations of discrimination that some CLECs were receiving  
12 services that other CLECs were not, Qwest terminated several of the  
13 agreements at issue in this proceeding. In particular, Qwest and Eschelon  
14 cancelled several of their agreements in a settlement agreement executed in  
15 March 2002.

16 **Q: MARTA KALLEBERG, ON BEHALF OF THE STAFF, TESTIFIED ON PAGE 79**  
17 **STARTING AT LINE 19 THAT "QWEST MAINTAINED DURING THIS**  
18 **PROCEEDING THAT ANY TERMINATED AGREEMENTS DID NOT NEED TO**  
19 **BE FILED FOR COMMISSION APPROVAL. STAFF BELIEVES THAT THIS**  
20 **POSITION MAY HAVE PLAYED A PART IN QWEST'S DECISION TO**  
21 **TERMINATE THESE ESCHELON AND MCLEOD AGREEMENTS." IS**  
22 **STAFF'S BELIEF CORRECT?**

23 A: No. Qwest's reasons for terminating the agreements were: (1) to settle  
24 ongoing disputes with Eschelon and McLeod arising from the agreements, and  
25 (2) to stop any allegedly discriminatory conduct. There were questions  
26 regarding the appropriateness of the Qwest and McLeod arrangements, and  
27 without being able to agree with McLeod as to the legally binding agreements  
28 between the two companies, it was important to clarify the ongoing relationship



1 and remove any suggestions that on a going forward basis Qwest had improper  
2 agreements with McLeod.

3 Moreover, the premise of Staff's testimony in this regard is mistaken. Qwest  
4 determined which agreements should be currently on file to ensure that on a  
5 going forward basis every CLEC has an opportunity to receive the same  
6 services. Because terminated agreements or provisions do not serve as the  
7 basis for providing services in the future, Qwest did not include those  
8 agreements in its September 2002 filings of past agreements. The FCC  
9 agreed with and supported this practice as a means of curing any violation on a  
10 going forward basis. See Memorandum Opinion and Order at ¶ 490, WC  
11 Docket No. 02-314 (Dec. 20, 2002). Qwest did not perform this task of filing  
12 agreements with ongoing terms related to Section 251(b) or (c) services to  
13 suggest that subsequent termination relieves the company of liability or  
14 responsibility for not filing them as of the time of execution. Indeed, in my  
15 Direct Testimony in this proceeding, Qwest conceded that in retrospect of the  
16 FCC October 4, 2002 order, certain terminated agreements fall within the filing  
17 standard. The real issue before the Commission is how to deal with those  
18 agreements now, in light of the fact that 1) Qwest has filed all on-going  
19 provisions pertaining to Section 251(b) and (c) services, and (2) a definitive  
20 filing requirement encompassing all agreements between ILECs and CLECs is  
21 now available, but was not at the time of the agreements' execution.

22 **III. PROVISIONS REGARDING REGULATORY PARTICIPATION**

23 **Q: TABLE 9 ON PAGE 74 OF MS. KALLEBERG'S TESTIMONY LISTS 5**  
24 **AGREEMENTS THAT HAVE CLAUSES REGARDING REGULATORY**  
25 **PARTICIPATION, TWO OF WHICH CONCERN ESCHELON'S AND**  
26 **MCLEOD'S PARTICIPATION IN QWEST'S SECTION 271 APPLICATION. DO**  
27 **YOU HAVE ANY RESPONSE?**

1 A: First, I'd like to point out that on page 31 of her testimony, Ms. Kalleberg  
2 concedes that the Escalation Procedures Letter from Qwest to Eschelon dated  
3 11/15/00 "does not require non-participation." This business-to-business  
4 agreement provides that Qwest and Eschelon will "(1) develop an  
5 implementation plan by which to mutually improve the companies' business  
6 relations and to develop a multi-state interconnection agreement, (2) arrange  
7 quarterly meetings between executives of each company to address  
8 unresolved and/or anticipated business issues; and (3) establish and follow  
9 escalation procedures designed to facilitate and expedite business to business  
10 dispute resolutions." The agreement further provided that "if the agreed upon  
11 Plan is in place by April 30, 2001, Eschelon agrees to not oppose Qwest's  
12 efforts regarding Section 271 approval or to file complaints before any  
13 regulatory body concerning issues arising out of the Parties' Interconnection  
14 Agreements."

15 Under these terms, Eschelon and Qwest agreed to deal in good faith with each  
16 other to create and execute a plan to address business issues between the  
17 companies. This plan would have the corollary effect of satisfying any  
18 concerns Eschelon might have regarding Qwest's § 271 efforts. Eschelon's  
19 agreement to not oppose Qwest's § 271 efforts was made expressly contingent  
20 upon the parties' ability to agree upon and implement such a plan.

21 Second, in response to discovery served by Staff, McLeod stated that it "has  
22 orally agreed to remain neutral on (neither support nor oppose) Qwest's 271  
23 applications so long as Qwest is in compliance with all our agreements and  
24 with all applicable statutes and regulations. McLeodUSA does not have any  
25 agreement to stay out of all Qwest-related proceedings." See McLeod's  
26 Response to Staff 3:4 (mistakenly identified as responding to Staff's Set 2),  
27 attached as Exhibit LBB-29. This is consistent with Qwest's belief that if it  
28 addressed all CLECs' issues, including McLeod's, carriers would have no  
29 reason to oppose Qwest's 271 efforts. In the event that Qwest did not comply

1 with its contractual or other legal obligations, McLeod could certainly have  
2 raised those issues in a regulatory forum. This is further supported by  
3 McLeod's statements that "[d]ecisions not to participate in regulatory  
4 proceedings are the result of considerations related to allocation of limited  
5 legal/regulatory resources at McLeodUSA" and "[a]s long as Qwest was in  
6 compliance there was little or no basis or reason to participate" (see McLeod's  
7 Responses to Staff 3:2 and 3:5, attached as Exhibit LBB-29) and "McLeodUSA  
8 does not know what, if any, issues would have been raised in the absence of  
9 [the agreement to remain neutral if Qwest remained in compliance]." See  
10 McLeod's Response to Staff 3:8, attached as Exhibit LBB-29.

11 Although Qwest reasonably believed in the past that resolutions of issues  
12 pending in any docket were encouraged by the law in Arizona, Qwest will in the  
13 future submit all resolutions and settlements of disputes in cases of general  
14 applicability (including for example Alternative Forms of Regulation (AFORs),  
15 mergers and acquisitions, and others of that type) to the Arizona Commission  
16 for review.

17 **IV. AGREEMENTS WITH ALLEGIANCE**

18 **Q: HAVE YOU REVIEWED THE PORTIONS OF MS. KALLEBERG'S TESTIMONY**  
19 **RELATED TO THE *INTERNETWORK CALLING NAME DELIVERY SERVICE***  
20 ***AGREEMENT DATED MARCH 23, 2000 AND THE DIRECTORY ASSISTANCE***  
21 ***AGREEMENT DATED JUNE 29, 2000, BOTH WITH ALLEGIANCE?***

22 **A:** Yes. On page 18 of Ms. Kalleberg's testimony, she states that Staff disagrees  
23 that these agreements are service order or contract forms, although she agrees  
24 that they were based on template agreements, and believes that such  
25 agreements should be filed pursuant to Section 252. Another interpretation of  
26 the FCC's October 4, 2002 Order is that Section 252(a) and (e) do not require  
27 the filing of such form contracts reflecting terms already available to CLECs  
28 through other filed and approved interconnection agreements or the SGAT.

1        *See Memorandum Opinion and Order* at 275 n. 1789, WC Docket No. 02-314  
2        (Dec. 20, 2002) (noting that Directory Assistance agreements are not 251-  
3        related and that the provisions in the *Internetwork Calling Name Delivery*  
4        *Service Agreement* are available through SGATs in certain states).

5        It is important to point out, however, that no discrimination resulted due to these  
6        agreements, because the same contract language was available to all CLECs  
7        through other agreements or the SGAT. Thus, while the parties may debate  
8        whether a particular document should have been filed, it is undisputed that no  
9        CLEC was harmed, because similar provisions were available. In any event, to  
10       resolve the issue for the future, Qwest is willing to file these form ICNAM and  
11       Directory Assistance contracts with the Arizona Commission under Section  
12       252(e).

13       V.                **CONFIDENTIAL BILLING SETTLEMENT AGREEMENT WITH PAGING**  
14                        **NETWORK (4/23/01)**

15       Q:        **HAVE YOU REVIEWED THE PORTIONS OF MS. KALLEBERG'S TESTIMONY**  
16                **RELATED TO THE APRIL 23, 2001 CONFIDENTIAL BILLING SETTLEMENT**  
17                **AGREEMENT WITH PAGING NETWORK?**

18       A:        I have. Paragraph 5 of that agreement provides that Paging Network will opt  
19                into the Arch Interconnection Agreements. Ms. Kalleberg states on page 61 of  
20                her testimony that "this Agreement for Paging Network to opt-in to the  
21                Interconnection Agreement of Arch makes it clear that Paging Network's opt-in  
22                was not automatic, but had to be accomplished by an amendment to the  
23                Interconnection Agreement of Arch." In this situation, Arch actually acquired  
24                Paging Network toward the end of 2000, and this agreement indicates that the  
25                Arch Interconnection Agreement would govern. Qwest believes that when, as  
26                here, a carrier merges with another carrier, and simply assumes the contract of  
27                that other carrier, without changing or adding any going-forward terms, no filing  
28                obligation is triggered. Also, the Paging Network agreement contains only the

1 provision in which Paging Network will operate under the Arch Interconnection  
2 Agreement; it does not contain any particular obligations pertaining to Section  
3 251 services. And again I must point out that whether only the Arch agreement  
4 was on file or an identical agreement with the name Paging Network at the top  
5 was filed in addition to Arch, all of the terms and conditions of the Arch  
6 agreement were available and on file. No CLEC discrimination occurred.

7 Indeed, there are occasions in which a CLEC will assign its interconnection  
8 agreement to another CLEC. Under these circumstances, it has been the  
9 expectation that the CLEC receiving the assignment notifies the state  
10 commissions of the assignment in addition to notifying Qwest. In this scenario,  
11 Qwest is not creating new or additional obligations to provide Section 251  
12 services, and thus it is Qwest's understanding that the filing requirement is not  
13 implicated.

14 The Paging Network situation exemplifies that not all of the questions regarding  
15 the Section 252(e) filing obligation have clear answers. And in any event,  
16 Qwest is willing to make filings in the future pursuant to the Commission's  
17 direction on these types of issues.

18 **VI. UNE-STAR BILLING PROCESSES**

19 **Q: HAVE YOU REVIEWED MARYLEE DIAZ CORTEZ'S TESTIMONY FILED ON**  
20 **BEHALF OF RUCO?**

21 **A:** Yes. She raises several issues relating to Qwest's billing and accounting  
22 processes for the UNE-Star product that Qwest would like to respond to. An  
23 affidavit from Arturo Ibarra, Jr. is attached to my testimony as Exhibit LBB-33.  
24 In his affidavit, Mr. Ibarra explains that when UNE-Star was developed, Qwest's  
25 mechanized billing system did not accommodate the new product. As a result,  
26 Qwest and the carriers who purchased a variation of UNE-Star (Eschelon and  
27 McLeod) implemented a manual "true-up" process for UNE-Star billing. Under

1 that process, Qwest would bill the carriers at resale rates, the carriers would  
2 pay those rates in full, and then Qwest would calculate the difference between  
3 the resale bill and what the carriers would have been billed under the rates in  
4 the UNE-Star interconnection agreement amendments. Any difference would  
5 be wired back to the carriers. Mr. Ibarra explains that updating Qwest's  
6 mechanized system to bill for UNE-Star was not the simple process that Ms.  
7 Cortez assumes that it is. Mr. Ibarra also explains that the true-up process did  
8 not conceal the rates for UNE-Star. The rates paid by Eschelon and McLeod  
9 for the UNE-Star product after the true-up process were the rates contained in  
10 filed and approved interconnection agreement amendments in Arizona.

11 Mr. Ibarra's affidavit also addresses Ms. Cortez's testimony characterizing  
12 Qwest's accounting of the UNE-Star rates as "peculiar" and "off-book." He  
13 explains the methods by which Qwest maintains its general ledgers, which is  
14 consistent with standard practices in the telecommunications industry. In  
15 particular, he explains that "off book" is an accounting term used to describe  
16 the journaling process for two types of accounting timing difference entries,  
17 such as varying rates of depreciation, and that the payments from Eschelon  
18 and McLeod for the UNE-Star product are not "off book" in the sense  
19 suggested by Ms. Cortez. Those payments are recorded consistent with  
20 Generally Accepted Accounting Principles in the ledgers Qwest prepares in  
21 compliance with the FCC Part 32 chart of accounts and in the Financial  
22 Reporting books used to report Qwest's financials to the investment  
23 community.

24 **VII. 30-DAY FILING REQUIREMENT**

25 **Q: STAFF IDENTIFIES FIVE AGREEMENTS THAT IT STATES WERE FILED BY**  
26 **QWEST, BUT WERE NOT FILED WITHIN THE 30-DAY FILING**  
27 **REQUIREMENT IN A.A.C. R14-2-1506(A). DOES QWEST HAVE ANY**  
28 **RESPONSE TO THAT TESTIMONY?**

1 A: On page 69 of her testimony, Ms. Kalleberg states that Qwest's efforts with  
2 regard to these agreements "demonstrate[] an effort to submit these  
3 interconnection agreements in accordance with the law." Qwest acknowledges  
4 that these agreements were filed outside of the 30-day window required by  
5 A.A.C. R14-2-1506(A) and will make every effort in the future to comply with  
6 that requirement.

7 **VIII. QWEST'S CONDUCT**

8 **Q: HAVE YOU REVIEWED THE PORTIONS OF MS. KALLEBERG'S TESTIMONY**  
9 **RELATED TO QWEST'S CONDUCT?**

10 A: Yes. There are several points in that testimony I would like to respond to.  
11 First, on page 77, Ms. Kalleberg states with regard to Qwest's internal  
12 committee formed in May 2002 to review all wholesale settlement agreements,  
13 "The fact that Qwest points to an internal review process that should have been  
14 in place since the inception of the 1996 Act as the primary example of its desire  
15 to comply with Section 252(e) does not demonstrate any true change in its  
16 conduct." Qwest disagrees. As an initial matter, neither the Act nor any FCC  
17 orders dealing with the Act require such an internal process. Qwest is not  
18 aware of any other ILEC with a similar compliance process, and there is no  
19 basis for Staff's suggestion that Qwest's formation of a committee is somehow  
20 delinquent. And, as shown by the Paging Network issues discussed above, the  
21 filing requirement is not always clear. Qwest's committee establishes a  
22 process to review and consider these types of issues. Moreover, Qwest  
23 respectfully disagrees with Staff's contention that the formation of a new  
24 committee, where one did not exist previously, is not an indication of a change  
25 in conduct.

26 Ms. Kalleberg also states that the internal review committee "should have  
27 caught" the agreements that were filed in September 2002 earlier. I would like  
28 to clarify that the purpose of the internal review committee is to review all *newly*

1       *executed* wholesale settlement agreements to determine whether they are  
2       required to be filed pursuant to Section 252. That is, the committee's mission is  
3       to ensure compliance on a going forward basis. The committee was not tasked  
4       with formulating litigation positions related to past agreements that are the  
5       subject of pending commission investigations.

6       As Ms. Kalleberg points out though, once Qwest did review the agreements  
7       that were the subject of commission investigations, not only did Qwest file the  
8       ongoing terms for commission approval, but it also posted them on its website  
9       to make them publicly available to other CLECs. Staff concedes that Qwest  
10      was not required to take that step. Even though litigation was ongoing, Qwest  
11      wished to take an affirmative step to ensure that no discrimination was  
12      occurring. Qwest believes that its actions demonstrate its good faith.

13   **Q:    ARE THERE ANY OTHER POINTS RELATED TO QWEST'S CONDUCT THAT**  
14   **YOU WOULD LIKE TO RESPOND TO?**

15   **A:**    Yes. Ms. Kalleberg acknowledges that Qwest has replaced certain executives  
16       and re-structured the wholesale organization. However, she then states (on  
17       page 79) that "these two members of senior management were not the only  
18       Qwest employees involved in the Eschelon and McLeod negotiations. Others  
19       who were involved in the negotiations or the relationship between Eschelon  
20       and McLeod are still employed by Qwest." Staff does not identify any current  
21       employee who has done anything wrong or inappropriate, but nonetheless  
22       suggests that by mere association with certain customers or transactions,  
23       employees should suffer consequences. Qwest does not operate in that  
24       manner.

25       Similarly, Clay Deanhardt, testifying on behalf of RUCO, states that Exhibit CD-  
26       32, which is an e-mail from Steven Davis' files, is evidence that both Qwest and  
27       McLeod "understood that the terms in the Dispute Resolution Agreement were



1 interconnection terms," but intentionally chose not to file those terms. The  
2 structure of Mr. Deanhardt's discussion of Exhibit CD-32 implies, without  
3 foundation, that Mr. Davis intended not to file provisions within the filing  
4 requirement. The exhibits, and common sense, do not support Mr. Deanhardt's  
5 conclusions. Exhibit CD-32 is an e-mail from a Qwest employee to Mr. Davis  
6 without any message, and which simply attached an e-mail from Randy Rings  
7 of McLeod to the other Qwest employee. An affidavit from Mr. Davis is  
8 attached to my testimony as Exhibit LBB-30. As Mr. Davis explains, because  
9 the e-mail attaches a document, but the message from Mr. Rings says that the  
10 attachment does not reflect the terms of the negotiations, he would not have  
11 opened the document in his normal practice, because it was not final. Mr.  
12 Davis does not recall ever opening or reviewing the document, but in any event  
13 nothing about the attached document imputes any ill motive to Mr. Davis even if  
14 he did open it. The title of the document is "Interconnection Agreement  
15 Terms," so it is likely that he would have believed that the agreement and its  
16 terms would be filed if he had seen it.

17 Thus, the facts are that Mr. Davis did not write the agreement, he did not write  
18 the email, and he did not respond to the email. There is no evidence that he  
19 did anything but receive a forwarded email originally addressed to another  
20 person. The most reasonable interpretation of these events is that Mr. Davis  
21 would not have read the draft agreement, and even if he did, would have  
22 understood that someone intended to file such terms with the commissions.

23 Mr. Deanhardt has no basis to accuse Mr. Davis of being involved in anything  
24 regarding the failure to file any contracts or provisions at issue in this case.  
25 Further, Mr. Davis's affidavit affirmatively rules out any such involvement.

26 In sum, Staff's and RUCO's aspersions on Qwest's current employees are  
27 unfounded. They are unable to point to any evidence that suggests that any  
28 current employee acted with an intent to discriminate against any wholesale

1 customer or to violate Section 252. Vague and unsubstantiated insinuations  
2 regarding current employees, named or otherwise, should not be taken as  
3 evidence that Qwest lacks a strong commitment to regulatory compliance.

4 **Q: DO YOU HAVE ANY RESPONSE TO MS. KALLEBERG'S TESTIMONY**  
5 **REGARDING QWEST'S BRACKETING OF PROVISIONS IN AGREEMENTS**  
6 **FILED FOR COMMISSION APPROVAL?**

7 A: Yes. On page 80 of her testimony, Ms. Kalleberg states that Qwest's  
8 bracketing of portions of agreements that it filed for Commission approval on  
9 September 9, 2002 was an attempt "to limit the role of the Commission in its  
10 review of these agreements." That is not the case. When Qwest submitted the  
11 previously unfiled contracts with CLECs, it marked, highlighted, or bracketed  
12 those terms and provisions that Qwest believes related to Section 251(b) or (c)  
13 services and have not been terminated or superseded by agreement,  
14 commission order, or otherwise. Qwest believed this would reduce the  
15 confusion that could otherwise arise given that these contracts were not  
16 prepared as interconnection agreements, sometimes cover multiple subjects,  
17 and are of various ages. Although Qwest marked the effective provisions that it  
18 believed relate to Section 251(b) and (c), Qwest submitted the entire contracts  
19 to state commissions, which were, of course, free to review, comment, or  
20 disagree with Qwest's determinations. In addition, submitting the entire  
21 contract made it possible for the Commission to view the context of the on-  
22 going terms to the extent the Commission believed the context was relevant to  
23 its decision. In fact, that is exactly what the Commission did. The Commission  
24 reviewed the agreements in their entirety and ordered Qwest to refile some of  
25 the agreements with certain provisions excised. Qwest fully complied with that  
26 order. The filing of the agreements in their entirety for review cannot fairly be  
27 deemed an attempt to limit the Commission's role.

1 In sum, Qwest's submission of the full agreements with the bracketing of  
2 certain provisions was the best method of petitioning the Commission to  
3 approve individual ongoing provisions relating to Section 251 services and also  
4 of providing additional information that the Commission may wish to consider.

5 **Q: DO YOU HAVE ANY RESPONSE TO MS. KALLEBERG'S TESTIMONY**  
6 **REGARDING QWEST'S CONDUCT DURING DISCOVERY?**

7 A: Yes. On page 80 of her testimony, Ms. Kalleberg also states that Staff  
8 encountered difficulty in "obtaining information on which unfilled agreements  
9 were canceled, terminated, superseded, or had expired." Ms. Kalleberg  
10 suggests that this alleged difficulty "brings into question the idea that Qwest's  
11 conduct has changed." In fact, the work necessary to determine whether the  
12 agreements were canceled, terminated, superseded or expired represents a  
13 large amount of time and analysis. Qwest repeated that analysis when it  
14 responded to the Staff's request and placed such information into a  
15 comprehensive and accurate document specific to the Arizona agreements.  
16 Thus, responding to the Staff's request was particularly time-consuming.

17 Qwest has acted in good faith in responding to all discovery requests in this  
18 docket, and the discovery requested by RUCO and the Staff in this case has  
19 been quite voluminous. Qwest has not objected to the large volume of  
20 discovery, but on the other hand Qwest disagrees that the difficulty of  
21 responding to every request on the extremely expedited schedule of this case  
22 reflects any sort of ill intent regarding the filing requirement.

23 **IX. STAFF'S PENALTY PROPOSAL**

24 **Q: HAVE YOU REVIEWED THE PENALTIES PROPOSED BY STAFF?**

25 A: Yes. On pages 87 through 89 of Ms. Kalleberg's testimony, Staff recommends  
26 that Qwest be fined \$15,047,000 under Ariz. Rev. Stat. §§ 40-424 and 40-425.

1 Staff reaches this figure by recommending a flat \$15 million penalty with  
2 respect to the Eschelon and McLeod agreements and the non-participation  
3 clauses. Staff concludes that Qwest's actions with regard to those agreements  
4 were "intentional, willful, and contrary to Commission rules and processes."  
5 Staff then recommends additional fines of \$3000 for each of the remaining 12  
6 agreements with carriers other than Eschelon and McLeod that should have  
7 been filed (for a fine of \$36,000) and a fine of \$1000 for each of the 11  
8 agreements with carriers other than Eschelon and McLeod that Qwest filed for  
9 Commission approval in September 2002 (for a fine of \$11,000). In addition,  
10 Staff recommends five forms of what it described as non-monetary penalties:

11 (1) Staff proposes that Qwest be ordered to file all of the previously unfiled  
12 agreements – including those that were terminated, superseded, or have  
13 expired – and that interested CLECs be permitted to opt into those agreements  
14 for two years from the date of Commission approval.

15 (2) Staff recommends that Qwest provide each CLEC (other than Eschelon and  
16 McLeod) with a cash payment totaling 10% of the CLEC's purchases of Section  
17 251(b) or (c) services and 10% of its purchases of intrastate access from  
18 Qwest in Arizona for the period from January 1, 2001 through June 30, 2002.  
19 In addition, Staff proposes that Qwest provide each CLEC (except Eschelon  
20 and McLeod with a credit totaling 10% of its purchases of Section 251(b) or (c)  
21 services and 10% of its purchases of intrastate access from Qwest in Arizona  
22 for 18 months following the date of the Commission's decision.

23 (3) Staff recommends certain wholesale service quality standard modifications  
24 for particular PIDs.

25 (4) Staff proposes that Qwest obtain and pay for an independent monitor to  
26 oversee Qwest's compliance with Section 252(e) in Arizona for at least two  
27 years.

1 (5) Staff recommends that Qwest develop a Code of Conduct "that will govern  
2 its relationship with CLECs and include prohibitions against the same (or  
3 similar) anti-competitive actions revealed in this investigation."

4 **Q: DOES QWEST AGREE WITH STAFF'S PENALTY RECOMMENDATION?**

5 **A:** No. I would like to address several aspects of Staff's penalty proposal.

6 **A. Monetary Penalty**

7 **Q: DOES QWEST AGREE WITH THE MONETARY FINE PROPOSED BY**  
8 **STAFF?**

9 **A:** Qwest believes that the fine proposed by Staff does not reflect 1) the difficulty  
10 in divining which documents should be filed when making a good faith effort to  
11 comply, and 2) the fact that even if a determination is made that a document  
12 should have been filed, in most cases, the failure to file had a negligible impact  
13 on CLECs because similar terms were already available from other sources.  
14 Thus the technical breach did not result in actual discrimination.

15 As an initial matter, I'd like to point out that Staff's current list of agreements  
16 that it believes should have been filed differs from the list Staff provided in  
17 Exhibit G of its Supplemental Report. See Testimony of M. Kalleberg at 12:4-  
18 13. Although both lists contain 28 agreements, there are a number of  
19 differences. For example, Staff removed four Facility Decommissioning  
20 Agreements and several settlement agreements that were on the list provided  
21 with its Supplemental Report. Staff concedes that it revised its list in light of the  
22 October 4, 2002 FCC Order. This highlights the lack of clarity in the Section  
23 252 filing standard prior to the guidance issued by the FCC. On page 76 of Ms.  
24 Kalleberg's testimony, she further states that "Staff recognizes that not only  
25 Qwest, but other parties did not uniformly interpret the 1996 Act. Staff, in its  
26 own review, could understand how one agreement could be seen to both fall,

1 and not fall, under the filing standard articulated by the 1996 Act and clarified  
2 by the FCC.” The extraordinarily high penalties proposed by Staff are not  
3 consistent with this recognition of the lack of clarity regarding Section 252(e).

4 Furthermore, Staff reaches the \$15 million figure by assessing contempt  
5 penalties for *all* of Qwest’s agreements with Eschelon and McLeod. Qwest  
6 presented extensive evidence – which has not been rebutted by Staff or RUCO  
7 – that the vast majority of the provisions in agreements with Eschelon and  
8 McLeod did not discriminate against other CLECs. As an initial matter, Staff  
9 did not differentiate the non-monetary provisions in these agreements from the  
10 monetary provisions. I would like to briefly discuss each of these agreements,  
11 other than the alleged discount agreements, below and explain the unrebutted  
12 evidence that demonstrates that other CLECs were not harmed by the non-  
13 monetary provisions and would not have been eligible to opt into the monetary  
14 provisions.

15 1. *Confidential/Trade Secret Stipulation with Eschelon (2/28/00)*

16 **Q: DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS**  
17 **AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?**

18 **A:** Yes. Paragraph 7 of that agreement states in part, “the parties agree for  
19 settlement purposes that reciprocal compensation for terminating internet traffic  
20 shall be paid at the most favorable rates and terms contained in an agreement  
21 executed to date by USWC.” On page 16 of my direct testimony, I testified that  
22 Eschelon did not bill Qwest for any Internet-related traffic between the date of  
23 this agreement and November 15, 2000, when the parties terminated the  
24 February 28, 2000 term for Internet-related traffic and agreed to a bill and keep  
25 arrangement. The bill and keep arrangement was filed as an Interconnection  
26 Agreement Amendment with the Arizona Corporation Commission and  
27 approved on February 2, 2001. See ¶ 1.2 of Exhibit LBB-5. No party has  
28 disputed that the ATI agreement dated February 28, 2000 did not result in any

1 reciprocal compensation payments for Internet traffic from Qwest to Eschelon  
2 and therefore did not result in any discrimination against other CLECs. The bill  
3 and keep agreement did not result in Eschelon's receiving any reciprocal  
4 compensation that other CLECs did not receive. In addition, no CLEC has  
5 opted into the bill and keep provision in the time since it has been filed. Once  
6 again, no actual discrimination resulted from this agreement.

7 Paragraphs 11 and 12 of the *Confidential/Trade Secret Stipulation* relate to an  
8 on-site dedicated coach. Dana Filip's Direct Testimony on behalf of Qwest (on  
9 pages 5-8) demonstrated that an on-site service manager was available to  
10 other CLECs in an interconnection agreement approved by this Commission on  
11 February 2, 2001; other CLECs received the same service; and Qwest's 271  
12 service metrics have been continually improving for all CLECs. This evidence  
13 was not disputed.

14 2. *Trial Agreement* with Eschelon (7/21/00)

15 Q: DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS  
16 AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?

17 A: The *Trial Agreement* contains details regarding the on-site dedicated  
18 provisioning team mentioned in paragraphs 11 and 12 of the *Confidential/Trade*  
19 *Secret Stipulation*. As I just discussed, no party has refuted Dana Filip's  
20 testimony that all CLEC customers have assigned service managers, and the  
21 Qwest employees on all service teams perform the exact same functions as the  
22 Service Manager and Service Delivery Coordinator at Eschelon. Also, no party  
23 refuted her testimony that the existence of an on-site team was disclosed in a  
24 filed interconnection agreement in Arizona. Again, since an on-site team  
25 provision was available to opt into, no CLEC was discriminated against by this  
26 agreement.

1                   3.    ***Confidential Amendment to Confidential/Trade Secret***  
2                           ***Stipulation with Eschelon (11/15/00)***

3    **Q:    DID THIS AGREEMENT DISCRIMINATE AGAINST OTHER CLECS?**

4    A:    Paragraph 2 of this agreement contains a provision by which Qwest agreed  
5           that "[f]or any month (or partial month), from November 1, 2000 until the  
6           mechanized process is in place, during which Qwest fails to provide accurate  
7           daily usage information for Eschelon's use in billing switched access, Qwest  
8           will credit Eschelon \$13.00 (or pro-rata portion thereof) per platform line per  
9           month as long as Eschelon has provided the WTN information to Qwest." To  
10          determine the discriminatory effect, if any, of price-related provisions such as  
11          this one, it is relevant to consider whether other CLECs would have qualified for  
12          the price-related terms if those terms had been filed and approved. This  
13          provision relates to and resolves disputes with Eschelon over billing of the  
14          UNE-Star service. UNE-Star is a UNE-P product, but unlike other UNE-P  
15          products, it did not have a mechanized process available for tracking switched  
16          access. The express terms of this agreement make clear that this credit was  
17          offered only insofar as a mechanized process for daily usage information for  
18          UNE-Star was not in place. Even though the UNE-Star option was available for  
19          CLECs to opt into (through amendments to Eschelon's and McLeod's  
20          interconnection agreements approved by the Commission on February 2,  
21          2001), CLECs other than Eschelon and McLeod were not taking a variation of  
22          the UNE-Star service and therefore could not have opted into the credit related  
23          to non-mechanized billing for that service. And there is no evidence that other  
24          CLECs did not charge inter-exchange carriers for switched access.

25                   4.    ***Status of Switched Access Minute Reporting Letter with***  
26                           ***Eschelon (7/3/01)***

27   **Q:    DID THIS AGREEMENT DISCRIMINATE AGAINST OTHER CLECS?**

28   A:    No. Paragraph 2 increases the per line per month credit for switched access  
29          from a pro rata portion of \$13 to a pro rata portion of \$16. Again, this provision



1       arose because of the manual process in place for tracking switched access on  
2       the UNE-Star platform. Carriers that were not on UNE-Star would not be  
3       eligible for this credit, because they had actual reports that enabled them to bill  
4       access. Paragraph 2 of this letter also states that Qwest will pay Eschelon  
5       \$2.00 per line per month for Qwest's intraLATA toll traffic terminating to  
6       customers served by Eschelon's switches. This provision relates to access  
7       service provided by Eschelon to Qwest, and not to a service or element  
8       provided by Qwest to Eschelon, and has no Section 251-related discriminatory  
9       impact on other CLECs. Further, there is no evidence from other CLECs that  
10      they were not billing Qwest for switched access.

11                   5.       *Escalation Procedures Letter with Eschelon (11/15/00)*

12    **Q:    DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS**  
13    **AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?**

14    A:    Yes. Paragraph 2 of this agreement establishes quarterly executive meetings  
15       between the companies, and paragraph 3 establishes a five-level escalation  
16       process. No party refuted Dana Filip's testimony that she often attends  
17       quarterly meetings with wholesale customers other than Eschelon. Ms. Filip  
18       also testified in her rebuttal testimony that Eschelon does not receive favorable  
19       treatment as a result of the escalation provision, and that absent a contractual  
20       obligation it is standard industry practice that a problem would be escalated up  
21       through the reporting chain

22                   6.       *Daily Usage Information Letter with Eschelon (11/15/00)*

23    **Q:    DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS**  
24    **AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?**

25    A:    As I explained on page 27 of my direct testimony, Eschelon and McLeod are  
26       the only CLECs that purchase a variation of the Commission-filed and  
27       approved UNE-Star product. Until a mechanized process was implemented for

1 UNE-Star, Qwest provided switched access records to Eschelon through the  
2 manual process described in this letter. Because no other CLECs purchased  
3 UNE-Star, none would be eligible for terms specifically associated with that  
4 product. No party has refuted that testimony.

5 **7. Feature Letter with Eschelon (11/15/00)**

6 **Q: DID THIS AGREEMENT DISCRIMINATE AGAINST OTHER CLECS?**

7 A: No. As with the *Daily Usage Information Letter* I just discussed, this agreement  
8 related specifically to the UNE-Star product, a product all other CLECs were  
9 free to purchase if they chose.

10 **8. Confidential Billing Settlement Agreement with Eschelon**  
11 **(11/15/00)**

12 **Q: DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS**  
13 **AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?**

14 A: Yes. Paragraphs 1 and 2 state that Qwest releases Eschelon's conversion and  
15 termination fees associated with conversion from resale to UNE-Star in  
16 exchange for a payment of \$10 million. As I stated on page 29 of my direct  
17 testimony, that provision is reflected in ¶ 2.1 of the 7<sup>th</sup> Amendment to  
18 Eschelon's Interconnection Agreement, which was approved on February 2,  
19 2001. See Exhibit LBB-5. Because this term was publicly available, it could  
20 not have discriminated against other CLECs. Paragraph 1 *Confidential Billing*  
21 *Settlement* also obligates Qwest to "provide elements in combination to  
22 Eschelon together with the call origination, call termination, and call type  
23 information to Eschelon." As I explained in my direct testimony, CLECs that  
24 purchase UNE-P receive call origination, call termination, call duration and call  
25 type information through their Daily Usage Files. That information is necessary  
26 to CLECs to enable them to properly bill access charges, and Qwest does not  
27 charge any CLEC for that information. See  
28 <http://www.qwest.com/wholesale/clecs/duf.html>. Thus, CLECs were receiving

1 the identical free information for their UNE-P product that Eschelon received for  
2 its UNE-Star product. No party has refuted my testimony demonstrating that no  
3 discrimination resulted from the terms of the *Confidential Billing Settlement*.

4 9. *Implementation Plan* with Eschelon (7/31/01)

5 Q: DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS  
6 AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?

7 A: Yes. Paragraph 4 of the *Implementation Plan* addresses tracking of Qwest's  
8 service and also obligates the companies to attend quarterly meetings at the  
9 executive level to review and prioritize service improvements. No party has  
10 refuted Dana Filip's testimony that performance measures are tracked for every  
11 individual CLEC and at an aggregate company level. Ms. Filip also testified  
12 that service teams often develop a streamlined view of a selected set of key  
13 metrics for an individual customer report card for the purpose of  
14 managing/tracking individual CLEC service performance and service  
15 improvement plans. Moreover, as a senior vice president for wholesale  
16 service, Ms. Filip often attends quarterly meetings with wholesale customers.

17 Attachment 3 to the *Implementation Plan* states how Qwest will calculate local  
18 usage charges associated with UNE-P switching on Eschelon's toll traffic.  
19 Paragraph 3.1 of the agreement expressly refers to Attachment 3.2, ¶(B) of  
20 Amendment No. 7 to the Interconnection Agreement between Eschelon and  
21 Qwest in Arizona (approved on February 2, 2001), which discloses that  
22 "[a]dditional local usage charges will apply to usage associated with toll traffic,"  
23 and was approved by the Arizona Commission. Moreover, the formula in  
24 Attachment 3 for the calculation of local usage charges utilized the same local  
25 switching rate elements assessed to all UNE-P customers. And, Attachment 3  
26 was filed with the Arizona Commission in May of 2002 and has been approved.  
27 See Qwest's Response to RUCO 21-017, attached as Exhibit LBB-31. No

1 party has refuted this evidence demonstrating that this agreement did not  
2 cause actual discrimination.

3 10. *Confidential Settling Document with McLeod (4/25/00)*

4 Q: DID QWEST PRESENT EVIDENCE DEMONSTRATING THAT THIS  
5 AGREEMENT DID NOT DISCRIMINATE AGAINST OTHER CLECS?

6 A: Yes. I explained on page 36 of my direct testimony that Paragraph 1.b of the  
7 *Settlement Document* does not pertain to Section 251(b) and (c) services. The  
8 letter states that "McLeodUSA will agree to pay the \$.04/\$.06 rates for  
9 subscriber list information.... (§ 1b) (emphasis added) Subscriber list  
10 information is a Section 222 service, not a 251 service, and the rates stated in  
11 this document simply reflect the rates stated by the FCC in its Section 222  
12 Subscriber List Information Order. Moreover, most CLECs purchase their  
13 listings in the competitive marketplace and do not purchase subscriber lists  
14 from Qwest.

15 Paragraph 1(c) of the *Confidential Settling Document* states that the parties will  
16 amend their interconnection agreement to revert to bill and keep. Qwest did file  
17 a bill and keep amendment with McLeod in Arizona on November 1, 2000, so  
18 this term was available to all CLECs and did not discriminate against other  
19 carriers. See Exhibit LBB-4.

20 Paragraph 1(d) states that all interim rates (except reciprocal compensation  
21 rates) will be treated as final. Also, any rates in final state commission orders  
22 in the 14-state territory through April 30, 2000, and going forward until  
23 December 31, 2002, will be applied prospectively to McLeod and not  
24 retroactively. The parties also agreed not to bill each other for any true-ups  
25 associated with final commission orders. This provision was filed for Arizona  
26 Commission approval in September 2002, and published on Qwest's wholesale

1 website for opt-in by other CLECs. To Qwest's knowledge, no CLEC has  
2 asked to opt into this provision, despite its availability.

3 11. ***Confidential Billing Settlement Agreement with McLeod***  
4 ***(9/29/00)***

5 **Q: DID THIS AGREEMENT DISCRIMINATE AGAINST OTHER CLECS?**

6 A: No. Paragraphs 1 and 2 state that Qwest releases McLeod's conversion and  
7 termination fees associated with conversion from resale to UNE-Star in  
8 exchange for a payment from McLeod to Qwest of \$38.5 million. The  
9 conversion fee was subsequently increased to \$43.5 million in paragraph 2 of  
10 the *Amendment to Confidential Billing Settlement Agreement* dated October 26,  
11 2000. § 2.1 of the Fourth Amendment to McLeod's Interconnection Agreement  
12 (which was filed on December 21, 2000) discloses that McLeod agreed to pay  
13 Qwest \$43.5 million to convert to the UNE-Star platform. See Exhibit LBB-14.

14 Paragraph 1 of the *Confidential Billing Settlement Agreement* also states that  
15 Qwest will provide McLeod with call origination, call termination, and call type  
16 information as part of the new platform. As I discussed above in connection  
17 with the *Confidential Billing Settlement Agreement* with Eschelon dated  
18 November 15, 2000, all CLECs that purchase UNE-P receive that information  
19 at no charge from Qwest. No party has refuted this evidence demonstrating  
20 that no discrimination resulted from this agreement.

21 12. ***Amendment to Confidential Billing Settlement Agreement with***  
22 ***McLeod (10/26/00)***

23 **Q: DID THIS AGREEMENT DISCRIMINATE AGAINST OTHER CLECS?**

24 A: No. As I just discussed, this agreement increased the conversion fee to the  
25 UNE-Star platform to \$43.5 million, as was disclosed in the Fourth Amendment  
26 to McLeod's Interconnection Agreement approved by the Commission on  
27 February 2, 2001. Paragraph 1 of this agreement reiterated that McLeod would

1 receive call origination, call termination, and call type information as part of the  
2 new platform – information that is available to all CLECs on UNE-P.

3 \* \* \*

4 **Q: WHAT IS THE SIGNIFICANCE OF THIS EVIDENCE OF NON-**  
5 **DISCRIMINATION?**

6 A: As Mr. Shooshan explains in his rebuttal testimony, contempt penalties are  
7 inappropriate in this situation. However, even if contempt penalties were  
8 appropriate for some agreements, they are not appropriate for the vast majority  
9 of the agreements with Eschelon and McLeod, which did not discriminate in  
10 any way against other CLECs. Furthermore, if contempt penalties were  
11 assessed for the alleged discounts provided to Eschelon and McLeod, those  
12 penalties would not be nearly as great as the \$15 million fine proposed by Staff.  
13 Staff contends that the alleged McLeod discount was in effect from October 2,  
14 2000 through September 19, 2002 – a total of 717 days. Staff contends that  
15 the alleged Eschelon discount was in effect from November 15, 2000 through  
16 March 2, 2002 – a total of 472 days. At most therefore, even assuming that  
17 penalties may be assessed on a daily basis (which Qwest does not concede)  
18 and applying the Staff's own formula, the maximum penalty for those  
19 agreements would be \$5,945,000. But even that penalty would be seriously  
20 disproportionate given the complete absence of discrimination Qwest has  
21 demonstrated (and that neither Staff nor RUCO has refuted).

22 **B. 10% Discount Proposal**

23 **Q: DOES QWEST DISAGREE WITH STAFF'S PROPOSAL REGARDING A 10%**  
24 **DISCOUNT?**

25 A: Yes. Staff recommended that Qwest provide each CLEC other than Eschelon  
26 and McLeod with a cash payment equal to 10% of its purchases of Section

1 251(b) or (c) services and 10% of its purchases of intrastate access from  
2 Qwest in Arizona during the period from January 1, 2001 through June 30,  
3 2002. Staff also recommends that Qwest provide each CLEC with a credit  
4 equal to 10% of its purchases of Section 251(b) or (c) services and 10% of its  
5 purchases of intrastate access from Qwest in Arizona for 18 months following  
6 the date of a decision in this matter. This proposal of both a retroactive and  
7 prospective discount offer goes beyond the terms of the alleged discount  
8 agreements with Eschelon and McLeod. As witnesses for both Staff and  
9 RUCO testified, any payments to Eschelon and McLeod were terminated by  
10 settlement agreements and are not ongoing. Those settlement agreements  
11 make clear that the consideration for any payments was solely the settlement  
12 of past disputes; all going forward provisions in those agreements were filed for  
13 Commission approval. Awarding a going-forward discount to other carriers far  
14 exceeds the terms of the alleged agreements with Eschelon and McLeod.

15 In addition, this case is premised upon necessary contract filings under Section  
16 252, which in turn are defined by contractual provisions addressing Section  
17 251(b) and (c) services. Therefore, any remedies that address non-251  
18 services, that do not have to be filed under Section 252, such as switched  
19 access services, should not be part of an appropriate remedy.

20 **C. Wholesale Service Quality Changes**

21 **Q: DOES QWEST AGREE WITH STAFF'S PROPOSAL REGARDING**  
22 **WHOLESALE SERVICE QUALITY CHANGES?**

23 **A:** No. Staff recommends modifying the standards for some Performance  
24 Indicator Definitions (PIDs) in Qwest's Arizona PAP. Staff bases this  
25 recommendation on Qwest's proposal in Minnesota's proceeding on Qwest's  
26 compliance with Section 252. However, the Staff's proposed PID modifications  
27 go beyond and are not consistent with Qwest's proposal in Minnesota. But  
28 more to the point, the Arizona Commission is not addressing wholesale service

1 quality in this docket. In contrast, the Minnesota Commission for years has  
2 been hearing a docket concerning wholesale service quality, and the Minnesota  
3 commissioners requested Qwest to provide a wholesale service quality  
4 proposal that could be considered with a proposal regarding unfiled  
5 agreements to resolve both of those cases. And, the Minnesota Commission  
6 did not approve Qwest's proposals to resolve those cases. In sum, Qwest's  
7 proposal in Minnesota was to resolve both the wholesale service quality and  
8 the 252(e) dockets pending before the Minnesota Commission. It is not  
9 appropriate to attempt to inject service quality issues into this proceeding,  
10 which is solely about Qwest's compliance with Section 252.

11 **D. Independent Monitor**

12 **Q: DOES QWEST AGREE WITH STAFF'S PROPOSAL REGARDING AN**  
13 **INDEPENDENT MONITOR?**

14 A: Staff recommends that Qwest obtain and pay for an independent consultant,  
15 approved by the Commission, who would conduct Section 252 compliance  
16 reviews of Qwest on a quarterly basis for the next two years. Qwest is willing  
17 to agree to this proposal. Qwest is confident that it is in compliance with  
18 Section 252 and is certainly willing to have the Commission monitor its  
19 compliance on a going forward basis through an independent consultant.

20 **E. Code of Conduct**

21 **Q: DOES QWEST AGREE WITH STAFF'S PROPOSAL REGARDING A CODE**  
22 **OF CONDUCT?**

23 A: No. A Code of Conduct is not necessary, and it exceeds the scope of this  
24 docket, which relates to compliance with Sections 251 and 252. Qwest  
25 operates under the FCC's October 4, 2002 Order for compliance with Sections  
26 251 and 252, and under a Corporate Code of Conduct for all of its business  
27 dealings. Exhibit LBB-32 is a true and correct copy of Qwest's Code of



1 Conduct. Exhibit LBB-32 was produced and maintained in the regular course  
2 of business. Those are more than sufficient to ensure that Qwest complies with  
3 its obligations under Sections 251 and 252.

4 IX. PHASE B

5 Q: IN ITS SUPPLEMENTAL REPORT AND RECOMMENDATION, STAFF  
6 PROPOSED THAT ISSUES RELATING TO A SPECIFIC CARRIER'S ABILITY  
7 TO OPT-IN TO ANY OF THE PREVIOUSLY UNFILED AGREEMENTS  
8 SHOULD BE ADDRESSED ON A CASE-BY-CASE BASIS AS DISPUTES  
9 ARISE AND RECOMMENDED A PHASE B OF THIS DOCKET BE SET UP  
10 FOR THAT PURPOSE. DOES QWEST HAVE ANY COMMENTS REGARDING  
11 SUCH A PHASE B?

12 A: Qwest agrees with the Staff that a separate body of law under Section 252(i) of  
13 the 1996 Act governs these issues. Staff's proposal that opt-in issues be  
14 treated on a case-by-case basis as issues arise is reasonable. However, there  
15 are several general principles that would apply in any situation. First, not all of  
16 the provisions in the agreements at issue pertain to ongoing Section 251  
17 services. Many of the agreements here contain other terms, such as  
18 settlements of historic disputes with backward looking consideration. Section  
19 252(i) of the Act permits CLECs to pick and choose only interconnection  
20 provisions. Accordingly, these other terms, including settlement provisions,  
21 should not be made available for other CLECs to attempt to opt into.

22 Second, in order to opt into an ongoing provision related to Section 251(b) or  
23 (c) services, a CLEC must be similarly situated to the contracting CLEC and  
24 must accept all related terms. The FCC orders and rules implementing Section  
25 252 impose both substantive and procedural constraints on the opt-in process.  
26 CLECs may not use Section 252(i) to strip individual provisions in an  
27 interconnection agreement out of context and thereby avoid the related terms  
28 and conditions on which that provision is premised. *See, e.g., Implementation*

1        *of the Local Competition Provisions in the Telecommunications Act of 1996,*  
2        First Report and Order, 11 FCC Rcd 15499, 16139 ¶ 1315 (1996) ("*Local*  
3        *Competition Order*"). When a CLEC invokes its "pick and choose" rights, it  
4        must "accept all terms that [the ILEC] can prove are 'legitimately related' to the  
5        desired term." *Southwestern Bell Tel. Co. v. Waller Creek Communications,*  
6        *Inc.*, 221 F.3d 812, 818 (5th Cir. 2000) (citing *Iowa Utils. Bd.*, 525 U.S. at 396).  
7        This limitation is not confined to pricing provisions; the federal regulations  
8        governing the FCC are clear that CLECs must agree to accept "the same terms  
9        and conditions, *in addition to rates*, as those provided in the agreement" if they  
10       wish to opt in. 47 C.F.R. § 51.809(a) (emphasis added). For that reason, opt-  
11       in does not ordinarily proceed automatically in every case: if a CLEC refuses to  
12       accept the terms and conditions that are legitimately related to the desired  
13       provision, the ILEC is permitted to seek adjudication under the relevant state  
14       process. *Local Competition Order* ¶ 1321. In other words, even if each of the  
15       agreements at issue had originally been filed and approved, opt-in by other  
16       CLECs would have been considered on a case-by-case basis, and in no case  
17       would the CLEC have been entitled to ignore related provisions of the  
18       agreements.

19    Q:    DOES THIS CONCLUDE YOUR TESTIMONY?

20    A:    Yes it does.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER, CHAIRMAN  
JIM IRVIN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON

IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) OF )  
THE TELECOMMUNICATIONS ACT OF 1996 )

DOCKET NO. RT-00000F-02-0271

AFFIDAVIT OF  
Larry B Brotherson

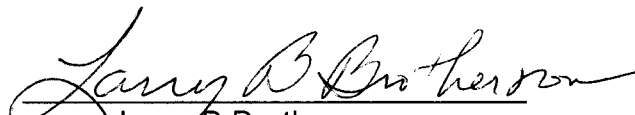
STATE OF Colorado )

COUNTY OF Denver )

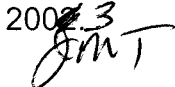
Larry B Brotherson, of lawful age being first duly sworn, deposes and states:


1. My name is Larry B Brotherson. I am Director of Wholesale Advocacy for Qwest Corporation in Denver Colorado. I have caused to be filed written rebuttal testimony and exhibits in support of Qwest Corporation in Docket No. RT-00000F-02-0271.
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

  
Larry B Brotherson

SUBSCRIBED AND SWORN to before me this 3rd day of March, 2003



  
Notary Public residing at  
Denver Colorado

My Commission Expires: 4-13-2006

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**MARC SPITZER  
CHAIRMAN**

**JIM IRVIN  
COMMISSIONER**

**WILLIAM A. MUNDELL  
COMMISSIONER**

**MIKE GLEASON  
COMMISSIONER**

**JEFF HATCH-MILLER  
COMMISSIONER**

**IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) ) DOCKET NO. RT-00000F-02-0271  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )**

**IN THE MATTER OF U S WEST )  
COMMUNICATIONS INC.'S )  
COMPLIANCE WITH § 271 ) DOCKET NO. T-00000A-97-0238  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )**

**EXHIBITS OF LARRY B. BROTHERRSON**

**MARCH 7, 2003**

EXHIBIT – LBB-26

REDACTED

EXHIBIT – LBB-27

REDACTED

EXHIBIT – LBB-28

REDACTED

EXHIBIT – LBB-29



STAFF'S THIRD SET OF DATA REQUESTS TO  
McLEODUSA

- STAFF 3-1: Have you been an active participant in prior ACC proceedings? Please list any proceedings in which you have been active in the last two years.
- STAFF 3-2: Did your company participate in the 271 proceeding in Arizona at any time? Please indicate the time period in which you participated. If your Company elected not to participate, what were the reasons behind its decision?
- STAFF 3-3: If your response to Question 3-2 is yes, please indicate the issues raised by you and whether they were satisfactorily resolved.
- STAFF 3-4: Is there any agreement with Qwest, oral or written, which currently, or has in the past, limited your ability to participate in the Arizona Corporation Commission's ("Commission") Section 271 proceeding?
- STAFF 3-5: If your response to Question 3-4 is yes, would you have actively participated in the proceeding but for such agreement? If applicable, why did your company agree not to participate in the ACC's Section 271 proceeding.
- STAFF 3-6: If your response to Question 3-4 is yes, please describe in detail how your ability to participate was limited.
- STAFF 3-7: If your response to Question 3-4 is yes, how long was your ability to participate affected? Please specify the relevant time period.
- STAFF 3-8: If your response to Question 3-4 is yes, what issues would you have raised if your ability to participate had not been limited by oral or written agreement with Qwest?
- STAFF 3-9: If your response to Question 3-4 is yes, have all of the issues which you would have raised been addressed in the Commission's 271 process? If you response is no, please describe in detail what issues were not addressed that relate to Qwest's compliance with Section 271.
- STAFF 3-10: Please describe in detail the consequences to your not being able to raise any unresolved issue contained in your response to the prior question.
- STAFF 3-11: Are you aware of any 271 issue you believe was not adequately addressed in the Arizona 271 proceeding as a result of Qwest's unfiled agreements with certain CLECs? Please describe any such issues in detail.

STAFF 3-12: Has any agreement between you and Qwest caused you to refrain from raising relevant issues during any other related proceeding? Have you ever refrained from participating in any Commission evidentiary proceeding involving Qwest for any reason. Please discuss in detail any such circumstances.

STAFF 3-13: If your company has agreed not to participate in any Arizona Commission proceeding, including the 271 proceeding, what benefit did you obtain through your agreement not to participate?

STAFF 3-14: Please provide copies of any agreements referenced above which have not already been provided to the Commission by either Qwest or your Company.

## Docket T-00000B-97-0238

## McLeodUSA Responses to Staff

Staff 2:1

Yes, in proceedings directly related to McLeodUSA or its affiliates (certification, change of control, etc.).

Staff 2:2

No. Decisions to participate or not to participate in regulatory proceedings are the result of considerations related to allocation of limited legal/regulatory resources at McLeodUSA. See Response to Staff 2:5.

Staff 2:3

Not applicable.

Staff 2:4

Although it is not clear to McLeodUSA whether the following "limited" its ability to participate in any particular proceeding, McLeodUSA states that it has orally agreed to remain neutral on (neither support nor oppose) Qwest's 271 applications as long as Qwest is in compliance with all our agreements and with all applicable statutes and regulations. McLeodUSA does not have any agreement to stay out of all Qwest-related proceedings.

Staff 2:5

Unknown. As long as Qwest was in compliance there was little or no basis or reason to participate. We have focused legal and regulatory resources on SBC/Ameritech because our problems with them are more severe.

Staff 2:6

See response to Staff 2:4. Assuming that response describes a limitation, there were no other specific limitations.

Staff 2:7

See response to Staff 2:4. Assuming that response describes a limitation, there were no other specific limitations.

Staff 2:8

McLeodUSA does not know what, if any, issues would have been raised in the absence of the statement provided in its response to Staff 2:4.

Staff 2:9

See response to Staff 2:8.

Staff 2:10

See response to Staff 2:5 and 2:8.

Staff 2:11

Not at this time.

Staff 2:12

No. To the extent that McLeodUSA has not participated in other related proceedings (e.g., UNE pricing), the decision has been the result of considerations related to allocation of limited legal/regulatory resources at McLeodUSA. See response to Staff 2:5.

Staff 2:13

McLeodUSA did not agree "not to participate" in any particular proceeding. See responses to Staff 2:4 and 2:5.

Staff 2:14

See responses to Staff 2:4, 2:5 and 2:13. McLeodUSA believes that all agreements referenced above were provided to either the Commission or Staff by Qwest.

EXHIBIT – LBB-30

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER, CHAIRMAN  
JIM IRVIN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON

IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) OF )  
THE TELECOMMUNICATIONS ACT OF 1996 )

DOCKET NO. RT-00000F-02-0271

STATE OF COLORADO )

AFFIDAVIT OF  
R. STEVEN DAVIS

COUNTY OF DENVER )

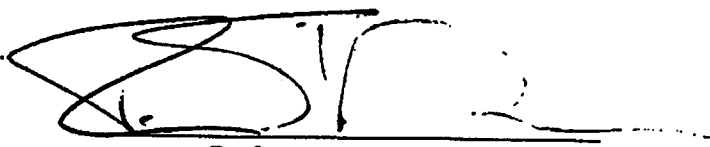
I, R. Steven Davis, of lawful age being first duly sworn, state:

1. My name is R. Steven Davis. I am employed by Qwest as the Senior Vice President for Public Policy. I am submitting this affidavit in response to the testimony of Clay Deanhardt on behalf of RUCO in Docket No. RT-00000F-02-0271.
2. I have reviewed the portion of Mr. Deanhardt's testimony in which Mr. Deanhardt discusses Exhibit CD-32. Mr. Deanhardt claims that this exhibit "shows Qwest and McLeod working together to find ways to conceal the existence of the discount agreement from other CLECs and state regulators, including the Commission." Mr. Deanhardt then states that this e-mail came from my files. I am responding to the implication raised by this testimony that I was involved in any way in an agreement to provide McLeod with a discount or in an effort to conceal any information from the Commission.
3. Exhibit CD-32 is an e-mail from James Gallegos to me, forwarding an e-mail from Randy Rings, who was at that time the General Counsel at McLeod. There is no message to me on the forwarding e-mail from Mr. Gallegos. The e-mail from Mr. Rings attaches a document, but states, "This document now needs a bunch of new changes. It has several things I now know are not the deal."
4. I usually receive over one hundred e-mails every business day, and I try to use the time I have to review emails as efficiently as possible. I simply do not have the time to review every email attachment sent to me. Therefore I am selective

on which attachments I may read. Also, it is not my normal practice to review drafts of agreements or other documents unless a particular issue has been brought to my attention.

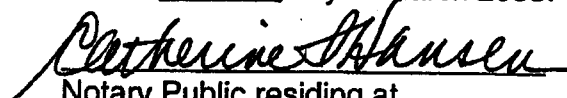
5. I do not have any specific recollection that I opened or reviewed the attachment to Exhibit CD-32, and it would have been outside my usual practice to do so. The email from Mr. Gallegos did not bring any particular issue to my attention, and the language forwarded from Mr. Rings says that the attachment does not reflect the then-current state of discussions between the companies. Under these circumstances, I do not believe that I would have opened the attachment and reviewed it. Indeed, to the best of my recollection, I did not review the McLeod agreement at issue, or any drafts thereof, until after they became the subject of discovery requests from the Minnesota Department of Commerce in the Spring of 2002.
6. Furthermore, even if I did open the attachment to Exhibit CD-32, it is unlikely that I would have suspected that this agreement would not be filed pursuant to Section 252. The title of the agreement is "Interconnection Agreement Amendment Terms," which suggest to me that the parties planned to file it and the terms contained within it for state commission approval.
7. Finally, to the extent there is language in this agreement that Mr. Deanhardt believes evidences an intent to conceal information from regulators, that language evidently was drafted by an employee at McLeod, and not by me or anyone else at Qwest.
8. I categorically deny Mr. Deanhardt's insinuation that I did anything or had any knowledge or intent regarding a violation of the filing requirement with respect to any agreement, or regarding any undisclosed discount agreement or arrangement with McLeod or any other CLEC.

Further affiant sayeth not.



R. Steven Davis

SUBSCRIBED AND SWORN to before me this 6th day of March 2003.



Notary Public residing at  
Denver, Colorado

My Commission Expires:

July 25, 2004

EXHIBIT – LBB-31



Arizona  
RT-00000F-02-0271  
RUCO 21-017

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 017

Admit that the specific terms set out in Paragraphs 2.1 through 2.1.3, 2.2 and Attachment 2, 2.3, 3.1 and Attachment 3, 4 through 4.3, and 8 of Eschelon Agreement VI do not appear in any approved Arizona interconnection agreement or amendment thereto between Qwest and Eschelon.

RESPONSE:

With the exception of Attachment 3, Eschelon VI has been terminated by the parties. However, Qwest admits that the specific terms set out in paragraphs 2.1 through 2.1.3, 2.2 and Attachment 2, 2.3, 3.1 and Attachment 4 through 4.3 and 8 of Eschelon Agreement VI do not appear in any approved interconnection agreement or amendment between Qwest and Eschelon in Arizona. However, with regard to paragraphs 2.2, 2.3 and Attachment 2, see Section 1.3 of Amendment 7 to the Interconnection Agreement between Eschelon and Qwest. Furthermore, Attachment 2 is a standard provisioning escalation chart used by Qwest with all of its wholesale customers and is available on Qwest's wholesale website. In addition, paragraph 3.1 expressly refers to Attachment 3.2, ¶III(B) of Amendment No. 7 to the Interconnection Agreement between Eschelon and Qwest in Arizona, which discloses that "[a]dditional local usage charges will apply to usage associated with toll traffic," and was approved by the Arizona Commission. The formula in Attachment 3 for the calculation of local usage charges utilized the same local switching rate elements assessed to all UNE-P customers. And, Attachment 3 was filed with the Arizona Commission in May of 2002 and has been approved.

Respondent: Legal

EXHIBIT – LBB-32

COLORADO  
DOCKET NO. 021-572T  
STF 01- 15  
ATTACHMENT *A*  
*Confidential*

*ride the light*  
Qwest. 

## *Code of Conduct*

PROPRIETARY/CONFIDENTIAL

06-30-00

The issuance of this Code does not represent an employment contract and creates no contractual rights between Qwest and employees. Unless covered by a collective bargaining agreement, employment with Qwest is at-will which means that either the employee or Qwest may terminate the relationship at anytime, with or without cause.

Nothing in this Code, any Corporate Policies, or other communications by Qwest creates an employment contract or term of employment or any promise of specific treatment upon which an employee can rely.

Qwest reserves the right to change or modify this Code and associated policies for any reason, at any time, with or without advance notice.

Reprinted January 2002

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As we work together at Qwest to change the way the world communicates, we have exciting new opportunities in a dynamic and competitive global marketplace. Amidst the change, one thing that must remain constant is our uncompromising commitment to act with integrity and to conduct business according to the highest ethical standards.

The trust and confidence of our customers, shareowners and employees remain our most valued assets and our reputation for honesty and integrity depends on the individual decisions we make every day.

That is why this Code of Conduct is so important.

- The Code emphasizes our commitment to executing work with excellence.
- It links our vision, business priorities and standards of conduct.
- The Code recognizes that we are faced with difficult decisions in a rapidly changing industry, and provides a framework and resources to help us make the right legal and ethical choices.

Please review this booklet carefully, ask questions to clarify how the Code relates to your job and report known or suspected violations. Let the Code serve as a guide to your conduct in meeting customer and shareowner expectations.

PROFITE/CONFIDENTIAL

## ***Our Vision and Character***

Our vision is to build shareowner value by becoming the market leader for worldwide broadband Internet communications and application services.

- We put the customer first. At Qwest, customer service is our top priority. We are measured by customer standards.
- We are committed to creating shareowner value through growth, continued execution with excellence and speed to market.
- We are a team of innovators, demonstrated by our leading-edge technologies and our visionary approach to serving customers. We are results driven and accountable for our performance.
- We work hard, smart and fast to deliver innovative products and services.
- We demonstrate teamwork, flexibility, commitment, discipline and professionalism, leading by example through our words and actions.
- We are committed to open, honest and candid communication with all employees.
- We act with integrity. We conduct business safely and according to the highest standards of legal and ethical conduct, believing our reputation is key to our success.

~~CONFIDENTIAL/CONFIDENTIAL~~

## ***About the Code of Conduct***

You must read and use the Code to help ensure that business decisions follow our commitment to ethics, our policies, and the law. Adherence to the Code and policies is essential to enhancing our ethical reputation among customers, shareowners, and employees.

The Code and policies are a guide to legal and ethical conduct at Qwest.

- Review this entire booklet. Think about how the Code and policies relate to your job and consider how you might handle situations to avoid illegal, improper, or unethical actions.
- If you have questions, ask your supervisor, Human Resources representative, Legal Affairs or the Corporate Compliance Advice Line (800-333-8938).
- The Code applies worldwide to all employees and others who represent or act on our behalf.
- Review the corporate policies that are applicable to you and your job. Understand what they require of you and where to ask for assistance.

Employees who violate this Code and corporate policies may be subject to disciplinary action – up to and including termination of employment.

## ***Make Ethical Decisions***

A law or policy will sometimes dictate the required conduct to make an appropriate decision. More often, you must interpret the situation, seek advice and make ethical choices.

When facing a situation, ask these questions:

- Are there laws and regulations to consider?

PROHIBITED/CONFIDENTIAL



- Does the decision comply with Qwest policy and this Code?
- How does this decision affect you and others (customers, shareowners, suppliers, partners, competitors, Qwest, and other employees)?
- How does the decision look to others? Even an innocent action can have the appearance of wrongdoing.
- How would it look if this decision were made public? Could it be explained?
- What implications will arise from this decision? Would additional advice be helpful? Your supervisor is usually in the best position to help. Contact the Corporate Compliance Advice Line if you need additional assistance.

## ***Report Violations***

You are expected to recognize and report actual or potential problems and seek advice when you have a question. If you observe or suspect a violation of the law, the Code or Qwest policies, report it to your manager, or to the Corporate Compliance Advice Line (800-333-8938). Qwest investigates reports of suspected violations. Employees who, in good faith, report suspected violations, will not be subject to disciplinary action.

You may make anonymous reports. We will attempt to keep your name confidential if you make anonymous reports. However, if we determine that we should reveal an employee's identity to enforce this Code or to comply with applicable law or judicial process, we will do so.

You must cooperate in investigations of alleged violations of this Code and other corporate policies.

CONFIDENTIAL/CONFIDENTIAL

You are responsible if you violate the Code even if you report the violations.

We may discipline managers who condone, permit, or fail to take appropriate action against the illegal, unethical or improper conduct of others.

## ***Maintain a Professional Work Environment***

Qwest values the unique contributions of each individual employee. We trust that as valuable members of the Qwest team everyone will treat one another with courtesy, respect and dignity. Managers at Qwest maintain an "open door" policy regarding employee questions. You are responsible for maintaining a professional and productive work environment and should bring questions and concerns to your manager.

### **NON-DISCRIMINATION**

Qwest supports equal employment opportunity and complies with affirmative action requirements. Do not discriminate or harass on the basis of race, gender, age, sexual orientation, religion, national origin, disability or covered veteran status. You are responsible for promoting a workplace free of unlawful discrimination and harassment.

### **SEXUAL HARASSMENT**

Sexual harassment is illegal and strictly prohibited. Sexual harassment can include unwelcome sexual advances, requests for sexual favors, unsolicited physical contact, unwelcome flirtations, offensive verbal, visual or physical conduct of a sexual nature, suggestive or lewd remarks, unwanted hugs or touches, offensive jokes or visuals, pornography and sexually explicit material.

Sexual harassment can manifest itself in subtle ways. Actions made without any intention to harass may upset or offend others. Even conduct that does not rise to the level of unlawful sexual harassment may violate Qwest policy and be grounds for discipline.

CONFIDENTIAL/CONFIDENTIAL

### **KEEP IN MIND**

- *Call Human Resources/EEO with questions or concerns about discrimination or harassment. Report alleged violations of policy or law to the Corporate Compliance Advice Line (800-333-8938).*
- *We will not tolerate harassment in any form — conduct, speech, written notes, photos, cartoons, or electronic mail.*
- *Managers must report and take appropriate action on suspected violations of our non-discrimination and sexual harassment policies.*
- *You violate the law and this Code if you retaliate against an employee for making a good faith report or participating in the investigation of discrimination or harassment.*

## **Avoid Conflicts of Interest**

Always act in the best interests of Qwest and safeguard our reputation from any conflicts of interest or even the appearance of a conflict. Avoid any investment, interest, association, or activity that may cause others to doubt your judgment or integrity, or that interferes with your ability to perform job duties objectively and effectively.

### **EMPLOYMENT OF RELATIVES**

You may not supervise relatives or exercise direct or indirect influence over other employment decisions involving your relatives.

### **OUTSIDE INTERESTS**

If you or members of your family have financial interests in a competitor's or supplier's firm, you must not allow those interests to impact your ability to make impartial decisions on behalf of Qwest.

PROPRIETARY / CONFIDENTIAL

You must obtain advance approval from Legal Affairs if you plan to serve on an outside board (for-profit, non-profit, technical advisory). Report all time spent on outside board activities as personal or vacation.

If you hold a job outside of Qwest, it must not interfere with your ability to make decisions in the company's best interest or to perform your duties on behalf of Qwest during required business hours. Employment by a supplier or competitor is a conflict of interest and is not allowed unless approved by Corporate Compliance.

An employee's direct investment in stock, warrants or options issued by any other company may create a conflict of interest if the other company has a commercial or equity relationship with Qwest. To avoid a conflict of interest, Legal Affairs must approve, in advance, all direct investments, including "friends and family" programs.

You must notify your supervisor and Corporate Compliance prior to seeking or being appointed to public office.

### ***KEEP IN MIND***

- *Do not use company time, materials, information or other assets in connection with outside employment or other personal interests.*
- *Disclose any potential or actual conflict of interest to Corporate Compliance.*
- *Consult with your manager or Corporate Compliance if you are uncertain whether a conflict exists.*

### **GIVING AND ACCEPTING BUSINESS COURTESIES**

Your interests conflict with those of Qwest when you use your position (directly or indirectly) for private gain, to advance personal interests or to obtain favors. If you are in a position to make or influence a decision regarding a business transaction between Qwest and a third party, you must not accept anything of substantial value from that party.

CONFIDENTIAL/CONFIDENTIAL

Avoid giving or accepting any item, including cash or its equivalent, that could be construed as a bribe or kickback, or that could give the impression of trying to influence business judgment.

The reasonable and infrequent offer or acceptance of refreshments, meals or entertainment in connection with business discussions is an acceptable business practice (if consistent with departmental procedures, business expense guidelines, and if properly approved).

Unique laws apply to government officials and employees. Understand applicable regulations when doing business with government agents or employees. Exercise good judgment in offering meals and other courtesies to public officials. In some instances, this is prohibited by law. For more information, contact Policy and Law or Corporate Compliance. If you conduct business internationally, understand and obey all applicable laws and regulations, including the Foreign Corrupt Practices Act.

## **INSIDER TRADING**

Federal law prohibits all employees and others from buying or selling Qwest securities (and those of other companies under certain conditions) based on information not publicly available that could affect the price of the securities. Do not disclose or use for your personal gain non-public information acquired by reason of your relationship with Qwest.

Such information includes: financial forecasts or results; product information; contracts; marketing plans; proposed acquisitions or divestitures; and strategic plans or information about significant changes or developments of Qwest or a company that does or has done business with Qwest.

Do not trade Qwest stock during "no trade periods" if you have been notified that you are subject to this restriction.

## **KEEP IN MIND**

- *Insider trading also includes "tipping" or telling others about insider information. If another person buys or sells securities based on your tip, you could be guilty of insider trading even if you yourself do not trade.*
- *Observe the "no trade periods" if you have been notified that you are subject to this restriction.*

## ***Safeguard Our Employees and Our Assets***

You must protect Qwest's assets, safeguarding them against loss, damage, misuse or theft. Failure to do so has a direct impact on Qwest's profitability and ultimately on all of our jobs.

Assets include, but are not limited to: employees, facilities, property, equipment, computers, furnishings, tools, supplies, funds, time, communication systems, records (regardless of format — paper and electronic), information, trademarks, copyrights, patents, trade secrets and other intellectual property.

Use Qwest assets only for legitimate business purposes. Do not access company information or use Qwest assets for personal reasons. Qwest may inspect, disclose and exercise control over any and all of its documents, communications systems, equipment, facilities and other property at any time, with or without notice.

## **ENVIRONMENTAL HEALTH AND SAFETY**

**ENVIRONMENTAL PROTECTION** Qwest commits to protect the environment through initiatives to reduce the demands/impacts of our business on natural resources and the environment. We also promote various customer services that offer environmentally friendly alternatives to transporting people and goods.

You share the responsibility for making environmentally responsible decisions. Our environmental policies help you perform your job in an environmentally responsible manner and in compliance with applicable laws/regulations. You must report environmental hazards to your manager, who will take corrective action as necessary, after consulting with Environmental Health and Safety (EHS).

**SAFETY AND HEALTH** Qwest commits to providing you with a safe and healthful workplace free of recognized hazards. Meeting this commitment is a responsibility shared by Qwest and each of its employees.

We provide job-specific training, tools and resources to facilitate compliance with workplace safety and health laws/regulations and we expect employees to follow

applicable safety practices. Managers are responsible for ensuring employees receive required safety training and for enforcing all applicable safety policies and procedures in the workplace.

We are required to report and record all work-related accidents. Accordingly, you must report work-related accidents immediately to your manager. Work-related accidents must also be reported to UNicall (1-800-654-2525 or 1-866-UNICALL). Managers are also required to investigate all accidents. EHS is available to assist with accident investigations. In all cases, managers must contact EHS prior to beginning an investigation involving a fatality or serious third party liability.

Unsafe conditions must also be reported to your manager. If an unsafe condition exists, managers must provide necessary warnings or correct the situation as soon as possible. EHS is available to assist in the evaluation of these situations and to provide guidance in correcting unsafe conditions.

### ***KEEP IN MIND***

- *Qwest attempts to anticipate and create management plans for crisis situations involving its assets and personnel. In the event of a crisis, corporate and state-level emergency response teams can be activated by calling the Qwest Disaster Recovery Hotline at 800-204-6540.*
- *Maintain a safe work environment. Know the hazards of all materials and equipment you work with and use the appropriate personal protective equipment and precautions.*
- *Report work-related accidents, hazardous situations, spills, and other incidents with environmental impacts to UNicall (800-654-2525).*
- *Request that EHS evaluate the impact of real estate transactions and new products and services.*
- *Contact EHS immediately about environmental complaints, safety concerns, notices of inspection, subpoenas or search warrants and requests for access to company facilities by a government agency (e.g., OSHA, EPA). Do NOT allow access before contacting EHS.*
- *Smoke only in designated exterior smoking areas during authorized meal and break periods.*

**WORKPLACE VIOLENCE** To preserve employee safety and security, we forbid weapons, firearms, ammunition, explosives, incendiary devices, and cases/holsters/sheaths for weapons on company property, in company vehicles, in the workplace or while acting in a business capacity. Additionally, we will not tolerate acts or threats of violence (e.g., threatening language — verbal, written or visual — gestures, and behavior).

Report behavior that threatens the safety of employees or property or has the potential to become violent to Security (888-879-7328), your supervisor, Human Resources representative or the Corporate Compliance Advice Line (800-333-8938).

**OFF-DUTY MISCONDUCT** Off-duty misconduct may adversely affect workplace safety, your fitness for duty, or Qwest's corporate image. Managers must report any known arrest or conviction of any employee for a felony, misdemeanor or any other criminal offense to the Corporate Compliance Advice Line (800-333-8938). Employees who are in safety sensitive positions or who operate motor vehicles or aircraft must immediately report certain traffic tickets and violations to their supervisors.

**BACKGROUND VERIFICATION** Qwest may conduct background verifications for any reason, at any time. Depending on the circumstances, employment, transfer or promotion may be terminated based on the information obtained.

**DRUG AND ALCOHOL USE** The trust and confidence of our customers and shareowners, as well as the health and safety of our employees, depend on a workplace free from the effects of substance abuse. The misuse of drugs or alcohol negatively affects productivity, attendance and on-the-job safety. You are forbidden to sell, distribute, manufacture, dispense, possess, transfer or use illegal drugs or controlled substances during the work day, on company time, or on Qwest premises. You must not possess or use alcohol when working in a safety sensitive position. Illegal drugs, controlled substances and alcohol are prohibited in company vehicles. Alcohol may not be served or consumed on company premises without pre-approval from a company officer. When alcohol is served at social events attended in the course and scope of employment, employees who choose to consume alcohol must do so responsibly.

Employees unfit to work due to the effects of alcohol or drugs are subject to disciplinary action up to and including termination from employment. We reserve the right to conduct drug and alcohol search and screening procedures consistent with applicable laws. Breathalyzers or any other alcohol or substance abuse monitoring or ignition interlock device shall not be installed in any vehicle used for company business.



## **PHYSICAL PROPERTY AND SECURITY**

**ACCESS CONTROL** You must comply with the level of access control (including display of ID badges) implemented in the facility or building where you work. Allow only authorized visitors in the workplace and escort visitors throughout Qwest facilities.

**PERSONAL BELONGINGS** You are responsible for any personal belongings or valuables brought to the workplace. We assume no responsibility or liability for the loss of personal belongings. Qwest reserves the right to inspect any items of personal property brought to the workplace including bags, cases, parcels, or automobiles.

**COMMUNICATION SYSTEMS** Our communication systems are provided for business use. Exceptions for personal use require supervisory approval and must be consistent with company policies. Communication systems include but are not limited to: computers, telephones, video conference equipment and facilities, faxes, voice mail systems, Internet, intranet, e-mail, hard drives, disks and mail delivery systems.

You must prevent misuse of Qwest equipment and systems and must take precautions to protect them, (e.g., password protection and anti-virus software).

Do not install or use unauthorized software with Qwest computer equipment. Duplication of licensed software is prohibited unless specifically authorized in a written vendor licensing agreement. Violations may lead to action against individuals and the company.

We will report to authorities any individual access, transmission, or known receipt of illegal information through a Qwest communication system.

Qwest communication systems are Qwest property and are not private. You do not have a personal privacy right in any material created, stored, received or sent through a Qwest communication system (including computers, telephones, hard drives, disks, etc.).

By using Qwest communication systems, you consent to Qwest's monitoring these systems and acknowledge and agree to Qwest's right to conduct such monitoring. Qwest in its sole discretion reserves the right to access, monitor, copy, transcribe, forward, download, delete, capture and/or disclose all communications sent via any Qwest communication system, at any time, with or without prior notice.

~~CONFIDENTIAL/CONFIDENTIAL~~

### **KEEP IN MIND**

- *Use Qwest communication systems in a professional manner. Do not use them in a way that is disruptive, illegal, offensive or harmful to morale or Qwest's reputation.*
- *Unacceptable personal use includes, but is not limited to: transmission of threatening or sexually explicit material, chain letters, jokes, personal/unauthorized solicitations, invitations, and expressions of social or political causes; as well as participation in games or chat sessions.*

## **INTELLECTUAL PROPERTY AND INFORMATION**

**INTELLECTUAL PROPERTY** Our trade secrets often result from a significant investment of Qwest resources. Intellectual property is an important asset that helps with our competitive advantage and, therefore, must be protected. Examples of intellectual property include: the Qwest name, logo, trademarks, copyrights, patents, software, confidential information, ideas, inventions, discoveries, research, plans and strategies.

You must take measures to protect Qwest's intellectual property and to avoid infringing on the intellectual property rights of others. Refer any misuse or infringement of Qwest intellectual property to Legal Affairs.

Copyrightable works by Qwest must contain appropriate copyright notices and be protected against unauthorized copying or distribution.

Provide to Legal Affairs new product names and other trademarks or new product ideas that may be patentable.

**CONFIDENTIAL INFORMATION** "Information" is a very broad term that includes written documents, e-mails and technical data, among other things, along with the ideas, plans and processes that Qwest uses in its business every day. You must take measures to properly categorize all Qwest information that is not intended to be available to the public.

Qwest puts information in certain categories so that it can be used for specific business purposes. Information that is classified as Internal or Confidential must be used for Qwest business only, and must not be discussed or disclosed to people outside of the company, including family, without proper authorization.

Information that comes to Qwest from customers, suppliers and competitors as part of its business should be treated as Confidential. Make sure that you understand and comply with the special rules that apply to Qwest regarding customer proprietary network information. Failure to do so may break the law, and could break promises made by Qwest to safeguard

the information that others make available to Qwest as part of Qwest's business relationships. It can also cause Qwest to lose certain rights to intellectual property.

You must safeguard non-public information, whether it is categorized as Internal or Confidential, by keeping it secure, limiting access to those who have a need to know, and avoiding discussion of non-public information in public areas. Because non-public information about Qwest does not belong to you, it cannot be used for your personal gain.

**COMPANY RECORDS** The law requires Qwest's books and records to accurately reflect transactions. Falsifying company records, including financial records, inventories, equipment installation and maintenance reports, sales transactions, product tests, permits/licenses, contracts, expense records, service records, payroll and time reports, approvals and authorizations is a serious offense that can lead to termination.

**PERSONNEL RECORDS** Access to personnel records is limited and must be obtained through Human Resources. Employee information is the exclusive property of Qwest and is confidential.

### **KEEP IN MIND**

- *Refrain from using any report or record to mislead or conceal any impropriety.*
- *Only reasonable, accurate, ordinary and necessary expenses incurred in conjunction with Qwest business may be submitted or approved for reimbursement.*
- *Qwest-provided credit cards may only be used for legitimate business purposes.*
- *You must manage, protect, maintain and dispose of records in an appropriate manner and in accordance with the records retention schedule. Records include all recorded information (e.g., paper, CD, disk, electronic, microfiche, e-mail, microfilm, etc.). All records, in any form, including e-mail and computers are subject to audit and inspection for compliance with Qwest policies and record maintenance requirements.*

**DISCLOSING INFORMATION TO THE PUBLIC** To conform with securities laws and antifraud requirements and to make accurate and timely disclosures about the company, Qwest has designated spokespersons who are the only personnel authorized to disclose information about Qwest to the public. Any contact with the media or the financial and investment communities must be directed to Corporate Communications. Any invitation to speak to outside groups must be forwarded to Corporate Communications for review and approval. The posting of any information to an Internet chat room is a violation of Qwest policy.

PROPRIETARY/CONFIDENTIAL

## ***Our Relationships with Others***

### **OUR CUSTOMERS**

Qwest provides services that reach into the personal and professional lives of our customers. They have entrusted us with their account information and communications data. Maintaining the privacy of customer information and communications is a serious responsibility. Our ability to attract and retain customers hinges on the manner in which we protect their information and communications. You must comply with the standards that have been developed for the care and safeguarding of customer information. Questions should be directed to FCC/Regulatory Compliance.

- **Accessing Customer Records** — Access customer accounts, records and reports only for authorized business purposes.
- **Customer Communications** — Customer communications (data and voice) are confidential. Never tamper with, record, listen to or divulge any customer communications, except when required in the proper management of the business or when required by law.
- **Customer Information** — We possess certain customer information that is subject to special protection under federal law/regulations (Telecommunications Act, Cable Act, FCC and Customer Proprietary Network Information requirements). Our customers may request that we restrict our use of the information. Also, customers have the right to direct us to provide information to other parties, including our competitors. We are obligated to comply with these requests to the extent required by law.
- **Sales and Marketing** — While we intend to aggressively market and sell our products and services, we must do so within the confines of the law. You must not engage in illegal, unethical or deceptive activities to obtain business. You must accurately represent Qwest products and services. You must not order Qwest products and services on behalf of a customer without that customer's authorization.
- **Unlawful Use of Qwest Services** — If you suspect a customer is using Qwest services for unlawful purposes, you should report it immediately to Security.

### **OUR COMPETITORS**

Compliance with antitrust and unfair competition laws is very important to us. Because of the complexity of these laws, you should seek advice from Legal Affairs if you have questions.

~~PROPRIETARY/CONFIDENTIAL~~

The following guidelines will help you avoid violations of antitrust and unfair competition laws:

- Do not directly or indirectly enter into agreements that might limit competition or restrain trade. This would include price fixing, bid rigging, allocating markets or customers and boycotting. Never discuss or even listen to discussions of this nature with competitors
- Do not make false, misleading or disparaging remarks about individuals, their organizations or their products and services. Instead, focus on the quality and value of our products and services.
- Customers who are also competitors (e.g., carriers and interconnectors) must not be disadvantaged in the levels of service we provide to them. For example, Qwest may not improperly use wholesale customers' customer proprietary network information.

Gather information about the marketplace and our competition using only lawful and ethical methods (e.g., publicly available information, industry gatherings, research, surveys and product analysis).

Never steal or unlawfully use information, material, products, intellectual property or proprietary and confidential information of others. Doing so could constitute unethical or even illegal industrial espionage.

Likewise, you must always take steps to protect our operations from espionage or sabotage. Any attempt by others to gather or secure competitive information owned by Qwest must be immediately reported to Security or Legal Affairs.

### ***KEEP IN MIND***

*Never use the following improper means to gather information about competitors:*

- *Criminal acts such as burglary, wiretapping, stealing and bribery*
- *Misrepresentation or deception*
- *Dumpster diving or searching a competitor's waste for valuable information*
- *Hiring or surveying employees for the purpose of obtaining proprietary information belonging to their former employer*

~~PROPRIETARY/CONFIDENTIAL~~

## **OUR SUPPLIERS**

We do business with suppliers, contractors and consultants who demonstrate high principles of ethical business behavior and provide the best overall value for us.

We have detailed guidelines for the procurement of products and services. You must become familiar with and adhere to these guidelines (including the established approval and authority levels).

If you have a personal or family relationship or a financial interest in a supplier, you must take steps to ensure that decisions affecting those suppliers are based solely on objective input and judgment.

Do not accept gifts or business courtesies of substantial value from suppliers. Reasonable and infrequent acceptance of meals, refreshments or entertainment in connection with business may be appropriate. For additional information contact Corporate Compliance.

## ***Government Relations***

Our interactions with government personnel are important to our continued success, whether they are customers to us or serving in other official capacities. We have a special obligation to know the laws, regulations and ethical standards of the various branches of federal, state and local governments.

## **GOVERNMENT RELATIONS AND BUSINESS DEALINGS**

Contracting with a federal, state or local government is a unique part of our business. When we contract with a government, we are in effect contracting with the public. This places us in a position of trust, with special opportunities and special responsibilities. Always avoid activities that may be perceived as attempts to improperly influence government agencies, officials and employees.

PROPRIETARY/CONFIDENTIAL

You must not authorize, offer, provide, accept, deliver or solicit any payments, gratuities or favors (either directly or indirectly) for purposes of influencing any government official or employee. This may be illegal. Additional rules may apply internationally.

As a supplier to the government, we sometimes have responsibility for working with highly sensitive information. This information is often classified and essential to our national security. Proper treatment and protection of such information must be a high priority. In certain situations, security clearances are required to obtain information or provide services on a government contract.

Federal and state laws govern the hiring of former government employees and procurement officials. Legal Affairs must approve any discussions of employment with government employees.

We regularly provide information to and share opinions with government officials and candidates for elective office. If you represent Qwest in this capacity, you must do so within all appropriate business conduct and legal boundaries. Policy and Law is responsible for retaining and managing consultants performing legal work, lobbying services, legislative/regulatory consulting or witness services on behalf of Qwest. All information and reports provided to the government must be accurate and complete. It is absolutely essential that proper procedures be followed in recording costs and charges to the government.

### ***KEEP IN MIND***

- *Any prospective government proposal or contract (including substantial modifications) must be approved by Legal Affairs.*
- *Contact Policy and Law for information on the unique state and federal laws and compliance requirements for dealing with government employees and public officials.*

### **POLITICAL CONTRIBUTIONS AND ACTIVITIES**

We encourage employees to participate in the political affairs of their communities and country on an individual basis, on their own time and at their own expense.

You are not authorized to make direct or indirect political contributions of any kind on behalf of Qwest.

Qwest has established various Political Action Committees (PACs). PACs are voluntary, non-profit, independent organizations which may accept contributions and make expenditures for electing candidates for public office, consistent with applicable laws and regulations. You may, where eligible, make contributions to a Qwest - sponsored PAC. We will make contributions only from accounts and through procedures that are allowed by law.

When you speak out on public issues, make sure you do so as an individual, unless specifically authorized to do otherwise. When speaking as an individual, you must not give the impression you are speaking or acting on Qwest's behalf.

If you run for public office, serve as a public official or campaign for a political candidate, you cannot be paid by Qwest for any time spent in these activities, unless otherwise approved and allowed by law.

#### **GOVERNMENT INVESTIGATIONS**

We cooperate with appropriate government investigations into possible violations of the law. In this context, however, it is important to protect Qwest's property and legal rights.

If served with a subpoena or search warrant, immediately contact Legal Affairs or EHS (for safety or environmental issues).

Any time you are approached by someone claiming to be a government investigator, you should contact Legal Affairs before answering any questions or providing any information or records. Non-supervisory employees are not required to make these contacts before speaking with government investigators about employment, labor or safety issues, but are invited to do so since we have internal mechanisms to deal with such concerns.

Records are the property of Qwest (regardless of who creates, keeps or updates them) and must not be produced for government investigations without contacting Legal Affairs.

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## **AFFILIATE RELATIONSHIPS**

State and federal regulatory requirements govern the relationship and business transactions between the various affiliates of Qwest.

These requirements cover:

- Asset Transfer
- Provision of products and services
- Allocation of costs between regulated and unregulated entities
- Information flow between entities
- Technology Compensation
- Affiliate restructuring

All employees are responsible for knowing the Qwest affiliate company they work for, and understanding any restrictions that may exist for dealing with employees of other Qwest affiliate companies.

Under Section 272 of the Telecommunications Act, Qwest Corp., or the Bell Operating Company, and Qwest Communications Corp., the long distance provider and designated 272 affiliate, must maintain separate employees, conduct business with each other at arm's length and post transactions to the Internet. There are other restrictions that apply to the interaction between Qwest Corp. and Qwest Communications Corp., including prohibitions on certain network-related services that Qwest Communications Corp. may provide to Qwest Corp., or that any Qwest affiliate may provide to Qwest Communications Corp.

Affiliate relationship rules are often complex and may create special requirements for record keeping, reporting and regulatory approvals.

Contact Policy and Law or Regulatory Accounting for questions regarding the relationships or business dealing between Qwest affiliates.

## **SERVICE OF LEGAL DOCUMENTS**

We must respond to properly served legal documents in a timely manner. Failure to respond appropriately can have severe negative consequences. If you receive an inquiry regarding the service of a legal document, you must advise the server that you are not authorized to accept the legal document, and then you must refer the server to Legal Affairs. Legal Affairs is responsible for authorizing receipt of service of legal documents and retaining outside legal counsel. If you are served at home, on the job or in the mail with legal documents relating to Qwest activity immediately contact and forward the documents to Legal Affairs.

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## ***International Business***

As a responsible member of the international business community, we provide quality products and services at fair prices and we compete on the merits of our products and services, not on favors. Our commitment to fair competition includes avoiding corrupt business practices and keeping accurate business records that help prevent such practices.

We recognize that in some international markets we will encounter laws, customs and cultural practices that differ from those of the U.S. We will comply with all applicable U.S. regulations and restrictions in dealing with other countries, as well as foreign laws and restrictions that apply in those countries.

The laws governing international business are comprehensive and involve corrupt business practice prohibitions, export controls, trade sanctions and anti-boycott requirements. These laws are often complex and subject to change. Consult with Legal Affairs for questions on international business dealings.

### **FOREIGN CORRUPT PRACTICES ACT**

Under the Foreign Corrupt Practices Act (FCPA), our status as a publicly held corporation requires that we establish internal accounting controls and conform to generally accepted accounting principles in all operations worldwide. All payments, transactions and accounts must be accurately and truthfully recorded and reported.

The Foreign Corrupt Practices Act also prohibits us (and our employees and agents) from directly or indirectly offering, promising to pay, or authorizing the payment of money or anything of value to foreign government officials, political parties or candidates for the purpose of influencing their acts or decisions.

Failure to comply with the FCPA can result in substantial penalties for both individuals and corporations. This can include fines, imprisonment and loss of government supplier privileges.

### **EXPORT CONTROLS AND INTERNATIONAL BOYCOTTS**

Several U.S. laws restrict trade with certain countries. Other laws restrict export of certain technologies (including products, services, data and knowledge). Our operations worldwide must comply with U.S. export restrictions. Employees who are uncertain of the legal trade status of any country or technology should contact Legal Affairs.

You may not cooperate in any way with unsanctioned foreign boycotts of countries friendly to the U.S. Any request for information or action that seems to be related to any illegal boycott must be reported immediately to Legal Affairs.

## ***Resources***

Corporate Compliance has overall responsibility for the implementation of the Code of Conduct and all corporate policies. Employees are accountable for knowing and abiding by the corporate policies and this Code. You are expected to review and become familiar with the corporate policies.

The Code and policies may be found at the Corporate Compliance intranet site on The Q under departments.

The following resources are also available if you have questions about Qwest standards and policies:

### **Corporate Compliance Advice Line .....1-800-333-8938**

Conflict of Interest Issues .....	1-800-333-8938
Corporate Communications - Media Inquiries .....	303-992-2155
Public Speaking Requests .....	303-965-3007
Disaster Recovery Hotline .....	1-800-204-6540
Environmental Health and Safety Issues .....	303-672-2925
FCC/Regulatory Compliance .....	402-422-7689
Human Resources .....	303-992-3184
Legal Affairs .....	303-672-2756
Policy and Law .....	303-896-0126
Procurement .....	303-992-2470
Records Management .....	303-458-2239
Regulatory Accounting .....	303-896-5997
Security .....	1-888-879-7328
UNICall (Reporting claims and EHS assistance) .....	1-800-654-2525
.....	or 1-866-UNICALL

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NOTE: THE CODE OF CONDUCT AND ALL THE POLICIES LISTED BELOW CAN BE FOUND AT THE CORPORATE COMPLIANCE INTRANET SITE ON THE Q.

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1801 California Street  
Denver, CO 80202

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EXHIBIT – LBB-33

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**COMMISSIONERS**

**MARC SPITZER, CHAIRMAN  
JIM IRVIN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON**

**IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) OF )  
THE TELECOMMUNICATIONS ACT OF 1996 )**

**DOCKET NO. RT-00000F-02-0271**

**AFFIDAVIT OF  
ARTURO IBARRA, JR.**

**STATE OF COLORADO )**

**COUNTY OF DENVER )**

I, Arturo Ibarra, Jr., of lawful age being first duly sworn, state:

1. My name is Arturo Ibarra. I am the Director of Finance for Qwest Corporation in Denver, Colorado. I have held this position since February 2003. Prior to this position I was Director of Business Development from October 2000 until February 2003. I am submitting this affidavit in response to the testimony of Marylee Diaz Cortez on behalf of RUCO in Docket No. RT-00000F-02-0271.
2. I have reviewed the portions of Ms. Cortez's testimony in which Ms. Cortez discusses the true-up process used for billing for the UNE-Star product. Specifically, on page 17 of Ms. Cortez's testimony, she states, "Qwest's practice of billing McLeod and Eschelon at the old resale rates and later trueing up these bills (outside of the normal billing and collection accounting process) to the UNE-Star rates kept the UNE-Star partnership concealed from other parties." I would like to explain why that statement, and others in Ms. Cortez's testimony, are not correct.
3. When UNE-Star was developed, Qwest was not able to bill carriers for that product directly out of its normal mechanized billing system. As a result, Qwest and the carriers on UNE-Star (Eschelon and McLeod) agreed to implement a process whereby Qwest would bill the carriers using resale rates to generate a monthly bill, the carriers would pay those bills in full, and then Qwest would calculate the difference between the resale bill and what the carriers would have been billed under the rates in the UNE-Star interconnection agreement amendments. The difference, if any, would be wired back to the carriers. This

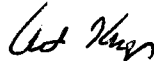
was the method by which Eschelon and McLeod paid for the UNE-Star platform in the amounts stated in the publicly available and approved interconnection amendments.

4. Ms. Cortez claims on page 20 of her testimony that the true up process was not necessary, because "[i]n the ordinary course of business Qwest can and does change the price of specific services. It should have been a simple matter of substituting the new price for the old and reflecting any changes in quantity in the automated system." That is a vast oversimplification of the process required to update Qwest's billing system to accommodate the UNE-Star product. First, I would like to clarify that the changes that needed to be made were to Qwest's ordering and billing methodologies, as well as to Qwest's automated billing systems. They were not simply accounting changes, as Ms. Cortez suggests. In addition, it was necessary to create and implement new USOCs and Classes of Service, as well as new rates. Because of this, the process of implementing UNE-Star was very labor intensive and time consuming, requiring coordinated efforts between Process, Product, Service Delivery, Business Development and IT.
5. The true-up process implemented for the UNE-Star product did not conceal information from other carriers. The trued-up rates are those that are contained in the interconnection agreement amendments with Eschelon and McLeod that were filed and approved by the Arizona Commission. The amendments containing the details of the UNE-Star product are the 7<sup>th</sup> Amendment to the Interconnection Agreement with Eschelon and the 4<sup>th</sup> Amendment to the Interconnection Agreement with McLeod. The true-ups reflect the filed and public rates in those amendments.
6. I have also reviewed the portions of Ms. Cortez's testimony in which Ms. Cortez discusses what she describes on page 18 of her testimony as "the peculiar off-book accounting for the UNE-Star rates." Ms. Cortez's aspersions on Qwest's accounting treatment for the UNE-Star product are not justified.
7. Qwest Corporation maintains its general ledgers consistent with typical practices in the telecommunications industry. Separate ledgers are maintained in order to comply with FCC, SEC, and state reporting requirements. The Management Reporting ("MR") books are the ledgers prepared in compliance with the FCC Part 32 chart of accounts. MR books are the basis for the ARMIS reports filed annually with the FCC. "Off book" is a way to describe the journaling process for two types of accounting timing difference entries, such as varying rates of depreciation: (1) Jurisdictional entries ("JDs") result from state regulators prescribing accounting applications that are different than those prescribed by the FCC, such as depreciation. State ledgers called Jurisdictional Reporting records ("JRs") consist of MR books together with these off book JDs. (2) GAAP entries are those that are required for SEC reporting that are different than the FCC prescribed accounting treatment. Depreciation is also an example of a GAAP off book entry. Financial Reporting ("FR") books are those used for SEC

reporting. FR books consist of MR books together with these off book GAAP entries.

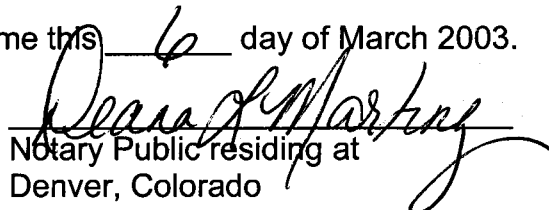
8. The payments from Eschelon and McLeod for the UNE-Star product are recorded on the MR books and therefore are not "off book" in any sense, and are included in the Financial Reporting books used to report Qwest's financials to the investment community. These payments were recorded in Qwest's journal entries in accordance with Generally Accepted Accounting Principles.

Further affiant sayeth not.



Arturo Ibarra, Jr.

SUBSCRIBED AND SWORN to before me this 6 day of March 2003.

  
Notary Public residing at  
Denver, Colorado

My Commission Expires: 6-26-06

BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER  
MIKE GLEASON  
COMMISSIONER  
JEFF HATCH-MILLER  
COMMISSIONER

IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) ) DOCKET NO. RT-00000F-02-0271  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )

IN THE MATTER OF U S WEST )  
COMMUNICATIONS INC.'S )  
COMPLIANCE WITH § 271 ) DOCKET NO. T-00000A-97-0238  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )

REBUTTAL TESTIMONY OF

DANA LYNN FILIP CRANDALL

QWEST CORPORATION

March 7, 2003

## TESTIMONY INDEX

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1    **I.       INTRODUCTION**

2    **Q.       PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3    A.       Dana Lynn Filip Crandall. My business address is 555 17<sup>th</sup> Street; Denver,  
4            Colorado.

5    **Q.       DID YOU SUBMIT DIRECT TESTIMONY IN THIS DOCKET?**

6    A.       Yes, I did on December 2, 2002.

7    **Q.       WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

8    A.       My testimony rebuts certain statements made by Marta Kalleberg regarding  
9            Eschelon's non-participation in 271 proceedings and escalation procedures and  
10           certain statements made by Karen Clauson in her deposition testimony, which is  
11           attached to Ms. Kalleberg's direct testimony. In particular, I provide further  
12           testimony related to the Change Management Process ("CMP") Redesign Team  
13           and Eschelon's active participation in that process.

14   **II.      ESCHELON'S PARTICIPATION IN CMP PROCEEDINGS**

15  
16   **Q:       MS. KALLEBERG TESTIFIES THAT ESCHELON'S NON-PARTICIPATION**  
17           **CLAUSE IN THE CONFIDENTIAL TRADE SECRET STIPULATION WITH U S**  
18           **WEST DATED FEBRUARY 28, 2000 RESULTED IN AN ADVERSE IMPACT**  
19           **ON THE DEVELOPMENT OF LOCAL COMPETITION IN ARIZONA. DID YOU**



1       **HAVE THE OPPORTUNITY TO WITNESS ESCHELON'S PARTICIPATION IN**  
2       **THE 271 APPROVAL PROCESS?**

3    A:    Yes. In particular, I attended CMP meetings and observed Eschelon's  
4       participation.

5    **Q:    WHAT WAS THE CHANGE MANAGEMENT REDESIGN TEAM?**

6    A:    As I testified in my direct testimony, the CMP Redesign Team was composed of  
7       representatives from Qwest, a number of CLECs, representatives from the  
8       Colorado State Commission staff and, at later meetings, a representative from  
9       the Idaho Commission. The purpose of the team was to jointly redefine the  
10      Change Management Process that would govern the relationship between Qwest  
11      and CLECs.

12   **Q:    CAN YOU SUMMARIZE THE STRUCTURE OF THE REDESIGN PROCESS?**

13   A:    Qwest opened the Redesign process to all CLECs on July 11, 2001. At this  
14      meeting, Qwest and the attending CLECs (including Lynn Powers and Karen  
15      Clauson from Eschelon) agreed to "collaboratively develop a detailed revised  
16      Change Management Process and an implementation schedule for the revised  
17      process." The attendees agreed to address four "key elements" of the Change  
18      Management Process: OSS Interfaces; Product/Process and Technical  
19      Publication; Exception Process; Escalation Process and Dispute Resolution. The  
20      attendees also agreed to use the OBF Issue 2233 Version 2 framework as the

1 baseline to develop a revised Change Management Process. In addition, the  
2 attendees made the decision to "first re-design the OSS process, then the  
3 Product & Process process."

4 To allow team members to invite the appropriate subject matter experts to each  
5 meeting, the attendees agreed that the team would work through the OBF  
6 framework "section-by-section" and that the team would identify agenda items for  
7 each scheduled working session. Generally, at the conclusion of each Redesign  
8 meeting thereafter, Judy Lee, the independent facilitator, would announce the  
9 agenda items that the team would address at the next meeting and solicit input  
10 on the agenda from the attending team members. On numerous occasions  
11 during the days between meetings, various members of the team would request  
12 specific items be added to the agenda for an upcoming meeting. In every  
13 instance, Qwest would add the requested issue to the agenda for an upcoming  
14 meeting. In many cases, at the next meeting, Qwest would truncate discussion  
15 on routine redesign issues in order to properly address the specific CLEC  
16 concerns added to the agenda.

17 **Q: MS. KALLEBERG ATTACHED AS AN EXHIBIT TO HER DIRECT TESTIMONY**  
18 **KAREN CLAUSON'S DEPOSITION TESTIMONY. DID YOU HAVE THE**  
19 **OPPORTUNITY TO READ IT?**

20 **A: Yes.**

1   **Q:    ON PAGE 31, MS. CLAUSON STATES THAT CMP WAS NOT PART OF THE**  
2       **SECTION 271 APPROVAL PROCESS. DO YOU AGREE?**

3   **A:**    I disagree with Ms. Clauson; Change Management is certainly part of the 271  
4       process. One of the elements that a BOC must show to satisfy the FCC that it  
5       has met the requirements of Section 271 is an adequate change management  
6       process.

7   **Q:    HAS THE FEDERAL COMMUNICATIONS COMMISSION ("FCC")**  
8       **DETERMINED WHETHER QWEST'S EXISTING CMP SATISFIES THE**  
9       **REQUIREMENTS OF SECTION 271?**

10  **A.**    Yes. In the *Qwest 271 Order* (which approved Qwest's application to re-enter  
11       the interLATA markets in nine states), the FCC approved Qwest's change  
12       management process as consistent with the requirements of Section 271 of the  
13       Communications Act. The FCC held, in paragraph 133 of that order, that  
14       Qwest's CMP "is clearly drafted, well organized, and accessible." The FCC also  
15       found that Qwest's CMP provides CLECs with the opportunity to provide input on  
16       the design and operation of the CMP, and that Qwest's CMP "provides  
17       competitive carriers with substantial opportunities to address Qwest-proposed  
18       changes and to initiate their own changes" (134-135). The FCC also concluded  
19       that Qwest's CMP "provides a sufficient mechanism for resolving impasses  
20       between Qwest and competitive LECs" (136); includes a "Stand Alone Test  
21       Environment . . . [that] provides competing carriers with a sufficient testing

1 environment to successfully adapt to changes in Qwest's OSS" (137-143); and  
2 "provides sufficient documentation to allow competitive LECs to design their OSS  
3 interfaces" (144). In paragraphs 145 through 152 of the *Qwest 271 Order*, the  
4 FCC further found that Qwest has adhered to its CMP over time because Qwest  
5 "validates change requests for acceptance into the process in a timely manner in  
6 accordance with the intervals specified in the CMP" (150); "promptly implements  
7 change requests prioritized by competing carriers" (151); and, based on  
8 performance data, "has established a pattern of compliance within the intervals  
9 established in the CMP for notification of a variety of system changes" (152). In  
10 short, the FCC determined that Qwest's CMP meets every Section 271 change  
11 management requirement.

12 **Q: ON PAGE 34 OF HER DEPOSITION, MS. CLAUSON TESTIFIES: "BY APRIL**  
13 **OF 2001, AUDREY MCKENNEY OF QWEST WAS ASKING THAT LYNN**  
14 **POWERS OF ESCHELON DO NOT [SIC] RAISE ISSUES IN CMP AND LIMIT**  
15 **HER PARTICIPATION IN CMP . . . ." CAN YOU RESPOND TO MS.**  
16 **CLAUSON'S STATEMENT?**

17 **A:** I cannot directly respond because I began my current assignment in June 2000  
18 and my first involvement with CMP was accepting leadership just prior to July  
19 2001. Both of the individuals who previously managed the CMP are no longer  
20 with Qwest. However, I reviewed the CMP meeting minutes for the period of  
21 April through June 2001. Between April 18 and June 20, Eschelon  
22 opened/raised 20 issues and participated in discussions regarding change

1 requests. Attached to my testimony as DLF-5 is a chart describing the issues  
2 raised by Eschelon and the date the issue was raised. DLF-5 clearly shows that  
3 Eschelon was an active participant. In fact, Eschelon opened nearly twice as  
4 many issues as all of the other CLECs combined.

5 **Q: MS. KALLEBERG ATTACHES TO HER TESTIMONY AS EXHIBIT S-15 A**  
6 **LETTER FROM RICK SMITH OF ESCHELON DATED FEBRUARY 18, 2002**  
7 **TO WHICH YOU ARE COPIED. ARE YOU FAMILIAR WITH THIS LETTER?**

8 **A:** Yes.

9 **Q: MR. SMITH ACCUSES YOU OF THREATENING ESCHELON IF ITS**  
10 **REPRESENTATIVES DID NOT LEAVE A CHANGE MANAGEMENT SESSION.**  
11 **DO YOU HAVE A RESPONSE?**

12 **A:** I certainly did not make any such threats. As I testified to in my direct testimony,  
13 I have expressed dissatisfaction with Eschelon's conduct during its participation.  
14 CMP Redesign was intended to be a cooperative process to determine what  
15 change management processes should ultimately govern the way Qwest and  
16 CLECs work together. The Redesign team sets an agenda for each meeting  
17 according to the team's prioritization. However, as I testified to in my direct  
18 testimony, on several occasions, an Eschelon representative raised objectives  
19 that were not on the agreed upon agenda and were not following the charter of  
20 the team. This conduct was disruptive and resulted in the team not being able to  
21 use its time to accomplish the agenda items. As a result of this conduct, I

1 contacted Rick Smith and asked him to coach the Eschelon representative on  
2 how to participate in good faith negotiations in the change management process  
3 and how to manage her behavior so that the team could be constructive. Ms.  
4 Clauson was asked to call Mr. Smith. She left the meeting on October 30, 2001  
5 and did not return on October 31, 2001 or November 1, 2001, but was back for  
6 the next session on November 13, 2001.

7 Moreover, I can tell you with absolute confidence that there are two things that  
8 measure the success of my organization as it relates to CLECs' ability to  
9 compete fairly. First, the service performance measures, the Performance  
10 Indicator Definition ("PID") measures, demonstrate that service for our customers  
11 is significantly improving. The PIDs are a part of Qwest Performance Assurance  
12 Plan ("Q-PAP") and are subject to fines and penalties as Qwest enters 271. I  
13 watch those metrics very closely. Over the last 12 to 18 months there has been  
14 a significant improvement in the level of service that our customers receive.  
15 Indeed, I receive that affirmation continually from our customers that they are  
16 seeing service performance improvement.

17 Secondly, as I have stated above I have the responsibility for CMP, which is a  
18 part of our 271 obligations, and have participated personally in that process.  
19 That team has brought the redesign process to completion. When you look at  
20 Eschelon's advocacy as it relates to other CLECs, such as change requests  
21 either for operational support system changes or product and process changes,

1 Eschelon is very active and a key part of making that process work in suggesting  
2 ongoing changes. I certainly have conversations with Eschelon employees as a  
3 part of Change Management. Those conversations are part of the public record  
4 and the meeting minutes are retained and available on the wholesale web page  
5 under our Change Management home page. The CLECs have an opportunity  
6 after every meeting to make adjustments and changes to the minutes before they  
7 are made part of the record.

8 **Q: HOW ACTIVE WAS ESCHELON IN CMP MEETINGS AND REDESIGN**  
9 **MEETINGS?**

10 A: As stated in my direct testimony, Eschelon has been one of the most active  
11 participants in the CMP monthly meetings and in the Redesign meetings,  
12 Eschelon attended every monthly CMP meeting from April 2001 through March  
13 2002. The attendance is posted with the meeting minutes which can be found at  
14 Qwest's wholesale CMP website. Moreover, a review of the minutes from these  
15 meetings clearly demonstrates that Eschelon was the most vocal CLEC in  
16 attendance.

17 In addition to the CMP monthly meetings, Eschelon was an active participant in  
18 the Redesign meetings. Attached as DLF-6 is the "CMP Redesign Attendance  
19 for Eschelon Telecom." As is shown in this chart, for the period between July  
20 2001 and March 2002, Eschelon attended all but three Redesign meetings. For  
21 many of the meetings more than one Eschelon representative attended. Also

1 attached to my testimony is DLF-7, which is a collection of meeting minutes for  
2 the Redesign meetings I attended. These minutes clearly illustrate Eschelon's  
3 active participation in these proceedings.

4 **Q: IN HER DEPOSITION, ON PAGE 42 AND 43, MS. CLAUSON STATES THAT**  
5 **ESCHELON WAS NOT PERMITTED TO PARTICIPATE FULLY IN CMP. DO**  
6 **YOU AGREE?**

7 **A:** No, I do not agree with Ms. Clauson's statement. Throughout the Redesign  
8 process, Eschelon provided a significant amount of input. For example, even  
9 before the first Redesign meeting was held on July 11, 2001, Eschelon submitted  
10 comments and suggestions concerning Qwest's Redesign Proposal. Attached  
11 as DLF-8 is "Eschelon's Comments on the Qwest CICMP Restructure."

12 In another example, the Redesign Team in late December 2001 agreed to  
13 develop an extensive list of outstanding CMP issues or "gaps" that needed to be  
14 resolved. Initially, there were 165 "gaps" submitted by CLECs, Qwest and the  
15 facilitator. Forty-two percent of the "gaps" were submitted by Eschelon.  
16 Attached as Exhibit DLF-9 is "Combined CMP Redesign GAP Analysis" which  
17 illustrates Eschelon's participation in the process.

18 As I stated above, the records of the CMP monthly meetings and Redesign  
19 meetings clearly reflect that Eschelon was an active participant in the CMP  
20 meetings. Moreover, every process that was discussed during the October 16



1 and 31 Redesign meetings and the November 1 Redesign meeting was subject  
2 to review and approval by the CLECs during the "clean-up" phase of the  
3 Redesign effort. Given that the redesigned CMP was developed one process at  
4 a time, the Redesign Team had reached agreement that once the redevelopment  
5 effort was completed we would review the Qwest Wholesale Change  
6 Management Process document in its entirety, and modify it as necessary. We  
7 referred to this process as the "clean-up" phase. At that time, Eschelon had an  
8 opportunity to surface any concerns it had with the CMP. The "clean-up" phase  
9 occurred after the March 2002 settlement agreement between Eschelon and  
10 Qwest.

11 Eschelon also had opportunities to raise any concerns about redesigned CMP  
12 procedures during the CMP monthly meetings. Generally, once agreement on a  
13 given redesigned CMP procedure was reached, it was Qwest's practice to  
14 present that procedure at the next CMP monthly meeting and to seek approval  
15 from the CLECs to implement the procedure.

16 **Q: DID ESCHELON HAVE THE OPPORTUNITY TO PROPOSE ISSUES THAT**  
17 **WOULD BE DISCUSSED AS PART OF THE CMP PROCESS?**

18 At the March 5-7, 2002 Redesign meeting, Qwest and the CLEC community  
19 agreed upon an approach for identifying and resolving the remainder of the  
20 significant CMP issues. The approach was designed to allow the parties to  
21 identify the most important issues and to then reach agreement in principle or go

1 to impasse on those issues by April 4, 2002. The process the parties agreed to  
2 employ to identify and resolve the important issues allowed CLECs to raise any  
3 and all issues they believed were significant. The parties began with the List of  
4 Priority CMP Issues submitted by AT&T. The parties assigned each of the AT&T  
5 issues to one of three categories, as follows: Category 1 denoted issues that  
6 required more discussion and might have become an impasse issue; Category 0  
7 denoted issues that required some discussion and most likely would not have  
8 reached impasse; and Category X denoted issues that required no further  
9 discussion. Using this process, the parties determined that there were twelve  
10 Category 1 issues, ten Category 0 issues, and two Category X issues. Attached  
11 as Exhibit DLF-10 is the "Ranking of ATT Priority List Items Identified as 1's-06-  
12 18-02."

13 Both Covad and WorldCom concurred with the issues that were identified by  
14 AT&T. Covad raised one additional issue, relating to the addition of a provision  
15 in the CMP to allow for exceptions to the standard process, which Covad  
16 described as a "non-controversial" issue. The parties agreed to first discuss the  
17 twelve issues in Category 1, which were relatively more important and might  
18 reach impasse. These issues were then prioritized. Each party ranked the  
19 issues in order of importance, and the rankings for each issue were averaged.  
20 This process produced a list of the twelve issues ranked in descending order of  
21 importance. To efficiently identify any impasse issues, the parties agreed to  
22 attempt to reach agreement in principle regarding each issue and to defer

1       crafting detailed language until all of the Category 1 issues had been discussed.  
2       The Redesign Team was very successful in using this approach. All of the  
3       Category 1 and 0 issues were discussed and no impasse issues were identified.  
4       The parties reached agreement in principle regarding all twelve of the Category 1  
5       issues, including such significant issues as the process for Qwest-originated  
6       product and process changes, criteria for Qwest's denial of change requests  
7       ("CRs"), and a method for CLECs to postpone Qwest's implementation of a  
8       product or process change. The parties also reached agreement in principle  
9       regarding the eight of the ten less significant Category 0 issues. Though two  
10      category 0 issues remained open for further discussion, the parties agreed that  
11      those issues would not result in impasse.

12      Thus, the Redesign Team successfully identified, discussed, and reached  
13      agreement in principle on virtually all of the issues that the CLECs identified as  
14      the most important. The parties subsequently agreed to language that  
15      memorialized those agreements in principle. Most importantly, the Redesign  
16      Team agreed that none of the issues discussed would result in impasse.  
17      Eschelon participated in this three-day Redesign session, and was involved in  
18      the ranking of the issues list. This was one of the most important exercises that  
19      took place in Redesign associated with identifying issues that needed to be  
20      resolved. As is demonstrated by both the minutes and the ranking form,  
21      Eschelon had significant input into the development and closure of the issues list.

1   **Q:    ON PAGE 41, MS. CLAUSON TESTIFIED THAT ESCHELON DID NOT HAVE**  
2       **AN “AVENUE OF RELIEF” IF ESCHELON REACHED AN IMPASSE WITH**  
3       **QWEST. DID ESCHELON HAVE THE OPPORTUNITY TO SEEK RELIEF IF IT**  
4       **REACHED AN IMPASSE WITH QWEST REGARDING A PARTICULAR**  
5       **ISSUE?**

6   **A:**   Yes; the Redesign Dispute Resolution Process was available to all CLECs,  
7       including Eschelon. The process, which the Redesign team agreed to on  
8       September 20, 2001, provided that an impasse issue that arose during the  
9       Redesign process would be treated as an impasse issue in the section 271  
10      proceedings pending in the states. The process called for Qwest to identify any  
11      impasse issues in its monthly status reports regarding the Redesign process. If  
12      Qwest failed to file a monthly status report, a CLEC could submit the impasse  
13      issue to a state commission to be treated as an impasse issue in a pending  
14      section 271 process. This process is set forth in a document entitled “CLEC-  
15      Qwest Change Management Process Re-design Procedures for Voting and the  
16      Impasse Resolution Process,” which is posted on the CMP Redesign Archive  
17      page of Qwest’s wholesale web site under the heading “Redesign  
18      Documentation,” at the following  
19      URL:<http://www.qwest.com/wholesale/cmp/redesignarchive.html>. This process  
20      was invoked on only one occasion. In a February 8, 2001 report regarding CMP  
21      issues, Qwest advised the Colorado PUC that the parties reached impasse  
22      regarding an issue relating to whether Ordering and Billing Form (“OBF”)

1 language that treats changes to meet performance measurements as regulatory  
2 changes should be included in the Qwest CMP definition of Regulatory Changes.  
3 The Colorado PUC decided that the OBF language should not be included.

4 **Q: DID QWEST ISSUE ANY REPORTS ON THE PROGRESS OF THE CMP**  
5 **REDESIGN TEAM?**

6 **A:** Yes. Qwest filed monthly status reports regarding the Redesign process  
7 beginning in October 2001. Before it filed the first several status reports, Qwest  
8 distributed its draft reports to the Redesign team for review and comment. Qwest  
9 then attempted to incorporate the CLEC comments it received in the final version  
10 of the reports that were filed. After the reports were filed, CLECs had a second  
11 opportunity to provide comments by filing them with the state commissions.  
12 Several CLECs, including Eschelon, submitted comments regarding the first few  
13 draft status reports, but then reported that they were too busy to provide  
14 comments on the drafts. Qwest then discontinued sending the draft status  
15 reports.

16 **Q: DID CLECS HAVE AN OPPORTUNITY TO COMMENT ON THE STATUS**  
17 **REPORT?**

18 **A:** Yes. As explained above, CLECs had the opportunity to comment on the first  
19 several draft reports. These reports were filed with the Arizona Corporation  
20 Commission and other public utility commissions. In addition to any opportunity

1 to provide comments on draft reports, the CLECs, including Eschelon, had an  
2 opportunity to file comments on these reports with the state commissions.

3 **Q: ON PAGE 38, MS. CLAUSON TESTIFIES THAT QWEST DOWNPLAYED THE**  
4 **FLAWS THAT ESCHELON BELIEVED EXISTED IN THE CMP. HOW DO YOU**  
5 **RESPOND TO HER STATEMENT?**

6 **A:** Ms. Clauson's comments appear to be in reference to the CMP Redesign Status  
7 reports I just discussed above. Eschelon, like the other CLECs, had an  
8 opportunity to file comments on these reports. Eschelon submitted comments to  
9 Qwest regarding the first few draft reports.

10 **Q: ON PAGE 36, MS. CLAUSON TESTIFIES THAT QWEST'S STATUS REPORT**  
11 **INCLUDED AN UNREALISTIC SCHEDULE. WAS ESCHELON GIVEN THE**  
12 **OPPORTUNITY TO COMMENT ON THIS SCHEDULE?**

13 **A:** The redesign team, which included Eschelon, agreed to the schedule contained  
14 in the Status Report.

15 **III. ESCALATION PROCEDURES WITH ESCHELON**

16 **Q. ARE YOU FAMILIAR WITH THE ESCALATION PROCEDURES DETAILED IN**  
17 **THE *ESCALATION PROCEDURES LETTER* WITH ESCHELON DATED**  
18 **NOVEMBER 15, 2000?**

19 **A.** Yes. Ms. Kalleberg describes these procedures on page 30 of her testimony.

1    **Q.    WHY DID QWEST AGREE TO THE ESCALATION PROCEDURES?**

2    A.    Qwest's intent in entering into the escalation procedure with Eschelon was to  
3        improve Qwest's business-to-business relationship with Eschelon, in the belief  
4        that if the two companies could discuss problems, they could resolve them  
5        without resorting to the regulatory process.

6    **Q.    DO YOU KNOW IF QWEST PROVIDES ESCALATION PROCEDURES FOR**  
7        **ITS OTHER WHOLESALE CUSTOMERS?**

8    A.    Yes. As I described in my direct testimony, Qwest provides for formal escalation  
9        procedures for all CLECs because it is more efficient and cost effective for Qwest  
10       and its CLEC customer to resolve historical disputes short of administrative  
11       complaints or litigation. This is a core function of the service management team.  
12       Escalation procedures and associated contact names/numbers can be found on  
13       the Wholesale Web Site.

14   **Q.    BY VIRTUE OF THIS PROVISION, IS ESCHELON BEING TREATED MORE**  
15        **FAVORABLY THAN OTHER CLEC CUSTOMERS?**

16   A.    No; absent a contractual obligation it is standard industry practice that a problem  
17        would be escalated up through the reporting chain. As a business reality, if a  
18        problem cannot be resolved to the customer's satisfaction they will use any  
19        available means to solve the problem. Myself, the EVP of Wholesale and other  
20        Qwest leaders are willing to get involved in issue resolution if it cannot be done

1           successfully in the line operating organization. In practice this happens very  
2           rarely.

3    **Q:    DOES THIS CONCLUDE YOUR TESTIMONY?**

4    **A:    Yes.**



BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER, CHAIRMAN  
JIM IRVIN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON

IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) OF )  
THE TELECOMMUNICATIONS ACT OF 1996 )

DOCKET NO. RT-00000F-02-0271

AFFIDAVIT OF  
Dana L. Filip - Crandall

STATE OF COLORADO )

COUNTY OF Denver )

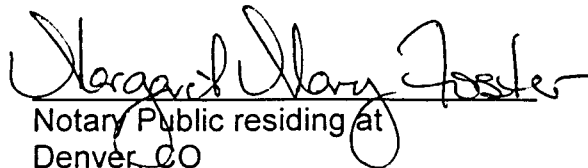
Dana L.ynn Filip - Crandall, of lawful age being first duly sworn, deposes and states:

1. My name is Dana L.ynn Filip - Crandall. I Dana L. Filip - Crandall, Senior Vice President of Wholesale Customer Service Operation for Qwest Communications Corporation in Denver Colorado. I have caused to be filed written rebuttal testimony and exhibits in support of Qwest Corporation in Docket No. RT-00000F-02-0271.
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

  
Dana Lynn Filip - Crandall

SUBSCRIBED AND SWORN to before me this 3<sup>rd</sup> day of March,  
20023

  
Notary Public residing at  
Denver, CO

My Commission Expires: ~~My Commission Expires~~  
November 25, 2006

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**MARC SPITZER  
JIM IRVIN  
WILLIAM A. MUNDELL  
MIKE GLEASON  
JEFF HATCH-MILLER**

**CHAIRMAN  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER  
COMMISSIONER**

**IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) ) DOCKET NO. RT-00000F-02-0271  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )**

**IN THE MATTER OF U S WEST )  
COMMUNICATIONS INC.'S )  
COMPLIANCE WITH § 271 ) DOCKET NO. T-00000A-97-0238  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )**

**EXHIBITS OF**

**DANA LYNN FILIP CRANDALL**

**QWEST CORPORATION**

**March 7, 2003**

## INDEX OF EXHIBITS

<u>DESCRIPTION</u>	<u>EXHIBIT</u>
Eschelon Open Issues (April – June, 2001)	DLF-5
CMP Redesign Attendance for Eschelon Telecom	DLF-6
CMP Meeting Minutes	DLF-7
CICMP Restructure	DLF-8
Combined CMP Redesign GAP Analysis	DLF-9
Ranking of ATT Priority List Items Identified as 1's-06-18-02	DLF-10

**EXHIBIT DLP-5**

# Eschelon Open Issues April-June 2001

Meeting Date	Issue Description	Originator	Reference
4/18/2001 (date opened 1/17/01)	Provide Eschelon with a status of Open Issues from IMA 6.0	Lynne Powers-Eschelon	Open Issues-Action Items from April CMP Meeting located in May 2001 distribution package
4.18/2001 (date opened	Verify that a Loc 2 CR has been opened	Lynne Powers-Eschelon	Open Issues-Action Items from April CMP Meeting located in May 2001 distribution package
4/18/2001 (date opened 3/21/01)	Figure out why there is occasionally no switch response on feature verify	Lynne Powers-Eschelon	Open Issues-Action Items from April CMP Meeting located in May 2001 distribution package
4/18/2001 (date opened 3/21/01)	PIC/LPIC CR- Where is the project at this point? Do we have an estimate on when it will be completed?	Lynne Powers-Eschelon	Open Issues-Action Items from April CMP Meeting located in May 2001 distribution package
4/18/01	Set up a call with Jessica Johnson to discuss the fact that the work around for - How to do a feature change when the new or concersion activity has not posted on the CSR. Doesn't work in IMA 7.0	Lynne Powers-Eschelon	Open Issues-Action Items from April CMP Meeting located in May 2001 distribution package
4/18/01	Advanced notification of future builds	Karen Clauson/Bonnie Johnson-Eschelon	Open Issues-Action Items from April CMP Meeting located in May 2001 distribution package
5/16/01	Insure that Qwest Help Desk has access to the CEMR system and is trained to support the CLECs when they have CEMR issues.	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Determine why the CLECs call in a trouble ticket on the first TN and then have to FAX in Trouble Tickets for any	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Send a notice out to CLECs concerning how they would do a Feature Verification for large CSRs	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Generate 3 additional Digital Certificates for Eschelon for the CEMR system	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Set up a call with Lynne Powers to discuss her Loss/Completion Report CR#5522887	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Set up a call with Lynne Powers to discuss UNE-P and Centrex	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Reissue the LSOG5 specifications to all CLECs	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
5/16/01	Host a call with CLECs in order so they can raise any Help Desk issues or overall IMA mechanism, and other IMA issues	Lynn Powers-Eschelon	Open Issues-Action Items from May CMP Meeting located in June 2001 distribution package
6/20/01	Get with Terri Simmons of Eschelon on Same-Day problem for disconnects	Lynn Powers-Eschelon	Open Issues-Action Items from June CMP Meeting located in July 2001 distribution package
6/20/01	Resale orders vs. Unbundled Loop orders	Bonnie Johnson-Eschelon	Open Issues-Action Items from June CMP Meeting located in July 2001 distribution package
6/20/01	State Specific Rules for Future Build Policy	Karen Clauson-Eschelon	Open Issues-Action Items from June CMP Meeting located in July 2001 distribution package
6/20/01	Training of Service Center personnel?	Lynne Powers-Eschelon	Open Issues-Action Items from June CMP Meeting located in July 2001 distribution package
6/20/01	Work around for failed process	Lynne Powers-Eschelon	Open Issues-Action Items from June CMP Meeting located in July 2001 distribution package
6/20/01	Interim conference calls for A) CLEC to CLEC migration and B) Advance Notification of Circuit ID changes.	Lynne Powers-Eschelon	Open Issues-Action Items from June CMP Meeting located in July 2001 distribution package

**EXHIBIT DLP-6**

2001

Eschealon Attendance Record	11-Jul	19-Jul	7-Aug	8-Aug	14-Aug	16-Aug	5-Sep	6-Sep	18-Sep	20-Sep	2-Oct	3-Oct	16-Oct	30-Oct	31-Oct	1-Nov	13-Nov	27-Nov	28-Nov	29-Nov	10-Dec	11-Dec
Karen Clauson	x	x				x	x	x	%	%	x	x		x		x	x	x	x	x	x	
Lynne Powers	x	x	x			x	x		%	%		x		%			x				x	
Kathy Stichter		x	x	x		x	x	x				x										
Richard Smith																						

2002

Eschealon Attendance Record	22-Jan	23-Jan	24-Jan	5-Feb	6-Feb	7-Feb	19-Feb	5-Mar	6-Mar	7-Mar	19-Mar	19-Mar	2-Apr	3-Apr	4-Apr	16-Apr	1-May	2-May	21-May	22-May	5-Jun	6-Jun	17-Jun	18-Jun
Karen Clauson	x	x	x	x	x	x	%	x	x	x	%	%	x	x	x	%			x	x	%	%	x	x
Lynne Powers																								
Kathy Stichter																								
Richard Smith																								
Bonnie Johnson																								
% = participated via bridge line																								
x = participated in person																								

2001

Eschelon Attendance Record												
Karen Clauson												
Lynne Powers												
Kathy Stichter												
Richard Smith												

2002

Eschelon Attendance Record												
Karen Clauson	26-Jun	10-Jul	15-Jul	23-Jul	26-Jul	1-Aug	18-Aug	20-Aug	29-Aug	12-Sep	13-Sep	8-Oct
Lynne Powers			%				%	%	%			22-Nov
Kathy Stichter												%
Richard Smith						%						
Bonnie Johnson												
% = participated via bridge line												
x = participated in person												



Summary of the initial decisions surrounding the structure of the Redesign process and the meeting agendas.

Qwest opened the Redesign process to all CLECs on July 11, 2001. At this meeting, Qwest and the attending CLECs (including Lynn Powers and Karen Clauson from Eschelon) agreed to "collaboratively develop a detailed revised Change Management Process and an implementation schedule for the revised process." The attendees agreed to address four "key elements" of the Change Management Process: OSS Interfaces; Product/Process and Technical Publication; Exception Process; Escalation Process and Dispute Resolution. The attendees also agreed to use the OBF Issue 2233 version 2 framework as the baseline to develop a revised Change Management Process. In addition, the attendees made the decision to "first re-design the OSS process, then the Product & Process process."

To allow team members to invite the appropriate subject matter experts to each meeting, the attendees agreed that the team would work through the OBF framework "section-by-section" and that the team would identify agenda items for each scheduled working session. At the conclusion of each Redesign Meetings thereafter, Judy Lee, the independent facilitator, would announce the agenda items that the team would address at the next meeting and solicit input on the agenda from the attending team members. On numerous occasions during the days between meetings, various members of the team would request specific items be added to the agenda for the next meeting. In every instance, Qwest would add the requested issue to the agenda for the next meeting. In many cases, at the next meeting, Qwest would truncate discussion on routine redesign issues in order to properly address the specific CLEC concerns added to the agenda.

Meeting Minutes from Redesign Meetings at which Dana Filip was an attendee.

April 16, 2002

February 19, 2002

February 5, 2002

November 27-29, 2001

November 13, 2001

October 30 – November 1, 2001

October 2-3, 2001

**EXHIBIT DLP-7**

## **FINAL MEETING MINUTES**

**CLEC – Qwest Change Management Process Redesign**  
**Tuesday, April 16, 2002 Working Session**  
1801 California Street, Room 1, 13<sup>th</sup> floor, Denver, CO  
Conference Bridge: 877.550.8686, passcode 2213337#

**NOTE:** These are FINAL meeting minutes Qwest developed following the working session. Draft minutes were circulated to the CMP Redesign Core Team Members on May 16, 2002. As of June 25, 2002, no comments were received from the meeting attendees.

### **INTRODUCTION**

The Core Team (Team) and other participants met April 16 to continue with the Redesign effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow:

### **ATTACHMENTS**

- Attachment 1: CMP Redesign April 16 Attendance Record
- Attachment 2: CMP Redesign Meeting April 16 Notice and Agenda - 04-10-02
- Attachment 3: Qwest Level Change Categories - 04-16-02
- Attachment 4: Qwest\_Proposed\_Qwest-Initiated\_Product-Process\_Change\_Language 04-16-02
- Attachment 5: CMP Redesign Core Team Issues Action Items Log - Revised 04-16-02
- Attachment 6: Qwest Proposed Additional SCRP Language - 04-10-02
- Attachment 7: ATT and WCOM Comments - Regulatory CR Implementation Language - 04-16-02
- Attachment 8: Covad Comments - Regulatory CR Implementation Language - 03-15-02
- Attachment 9: Master Redlined CLEC-Qwest CMP Redesign Framework - Revised 04-16-02
- Attachment 10: Schedule of CMP Redesign Working Sessions – Revised 04-16-02

### **MEETING MINUTES**

The meeting began with introductions of the meeting attendees. (Refer to Attachment 1 for attendance record) Judy Lee, the meeting facilitator, reviewed the one-day agenda (Attachment 2).

Quintana-Colorado PUC stated that the Commission meeting for Wednesday had been changed to a status meeting from the final CMP decision meeting. Schultz-Qwest asked when the final CMP decision meeting would be held. Quintana-Colorado PUC stated that the date would be decided in the Wednesday meeting.

#### **PID/PAP**

Quintana-Colorado PUC stated that Crain-Qwest stated in the last meeting that Qwest would not take the PID/PAP issue to other state commissions after the Colorado ruling.

#### **Product/Process Level Change Categories**

Lee reminded the team that reviewing Levels 3 and 4 in Qwest Level Change Categories (Attachment 3) is still required. She stated that Qwest and CLECs were asked to come to the meeting with any additions. She then added that the team agreed to baseline the language on April 16. Qwest introduced additional categories.

## **Level Category Additions and Changes (see Attachment 3)**

### **Level 0**

#### **Remove unnecessary repetitive words in the same paragraph or short section and Hyperlink correction within documentation**

Menezes-AT&T stated that the language needed to be changed to clarify that this is the removal of unnecessary repetitive information. Clauson-Eschelon asked about moving information from one section to another. She asked how the CLEC would find the information. Maher-Qwest stated that it is not a removal of sections, but rather changing wording. A removal of sections would be a higher level change. He continued that an example would be repeated sentences in a PCAT where the references were not required. He stated that it was good to have some cross-referenced material, but not in all sections. Clauson-Eschelon stated that this category could only be used to remove words in short sections or the same paragraph. The team agreed to both bullet additions and baselined Level 0 categories.

### **Level 1 Category Additions (see Attachment 3)**

#### **Document change to synch up associated documentation**

Maher-Qwest stated that PCAT document changes to synch up with associated changes in other PCATs that have already been noticed through the established process should be Level 1. He stated that this category would be used to update related documentation. Menezes-AT&T stated that updating a PCAT to reflect a system change was different. He continued that this change category would be if one PCAT affected another, ancillary vs. primary change. Maher-Qwest stated that this category related to changes that were just references to another PCAT. Menezes-AT&T agreed as long as changes to synch up with systems documentation were kept separate. Clauson-Eschelon asked what made one change primary, and another secondary. Menezes-AT&T stated that one change is primary and that references made in other PCATs are secondary or ancillary changes. Maher-Qwest stated that the intent was to synch up references. Clauson-Eschelon asked if the notice would refer to the higher level primary change. Schulz-Qwest agreed. The team crafted language and modified the language in the new bullet regarding the synch up of PCAT language.

### **"Getting Started" (see Attachment 3)**

Menezes-AT&T stated that "Getting Started" changes also affect CLECs entering into new markets. Maher-Qwest stated that the category could be used for new information or clarification. Clauson-Eschelon stated that updating the CLEC questionnaire was an issue. Schulz-Qwest stated that the category could be removed and that changes would be issued under the established change categories. Team agreed to remove and Level 1 categories were baselined.

## **Level 2 Category Additions and Changes (see Attachment 3)**

#### **Changes to eliminate/replace existing Web functionality**

Maher-Qwest stated that the duplication of web functionality was not possible because of server issues. He stated that the new functionality would be presented in a PowerPoint, like CNLA. Schultz-Qwest stated that the change to the website would be introduced as screen shots or a demo. Menezes-AT&T asked if the screen shots would be available to review. He continued and asked what would occur if there were problems after implementation. Schultz-Qwest stated that the screen shots/demo would be available during the comment period, and that problems would be address in the production support of product/process changes. The team agreed on the language.

## **LSOG/PCAT document changes associated with systems changes (see Attachment 3)**

Schultz-Qwest stated that under this category there would be a CR for the system changes and covers the associated product/process document changes. Quintana-Colorado PUC stated that this would be part of the release. Maher-Qwest stated that when examining the timeline of IMA-GUI, it was found that the cycle was too short to complete the document changes at any level higher than Level 2. Menezes-AT&T stated that the suggested category could only be used for related system releases and CRs. Schultz-Qwest agreed and language was drafted.

### **Interval Changes (see Attachment 3)**

Schultz-Qwest stated that this proposed category would be used for reducing interval changes that would benefit CLECs. Menezes-AT&T stated that some reductions favor Qwest and some the CLECs. He continued that this category could only be used for timelines and shortened Qwest's delivery intervals. Schultz-Qwest stated that Qwest thought that if Qwest was reducing an interval that would benefit the CLECs, then the CLECs would want a shorter timeline for implementation. Quintana-Colorado PUC stated that the category would work if Qwest was, for example, reducing a FOC date. Wicks-Allegiance stated that the CLEC could choose to keep the original interval, but that CLECs would benefit from shorter intervals. He suggested that the language just relate to SIG changes. Menezes-AT&T clarified that Qwest could improve an interval from 3 days to 2 days, but that the CLEC can still request 3 days. Wicks-Allegiance stated that the CLECs could always ask for longer intervals. Zulevic-Covad stated that he liked the concept. Wicks-Allegiance stated that there would not be additional work on the CLEC side. He continued that he did not see a downside. This category was changed.

Level 2 categories were baselined. Action item #268 closed.

### **Level 3 and Level 4 Categories**

Clauson-Eschelon stated that in the last meeting she stated that "modifying manual process" should be a Level 4. Schultz-Qwest stated that under the agreement to complete a finite list for each level, the team had also agreed that the default would be a level 3. She stated that if "changes to manual processes" is not a level 3, then the default does not work. Clauson-Eschelon stated that the burden needs to be on Qwest to move a category, not on the CLECs. Menezes-AT&T stated that under majority voting, CLECs could move changes to Level 4. He continued that CLECs might not want a change as a CR. Clauson-Eschelon stated that she could miss a change notification, and then it would not be upgraded to a CR. Quintana-Colorado PUC stated that changes that are not listed in a category will be Level 3 notices and could be discussed at the CMP meeting. Clauson-Eschelon stated that Qwest may not think a change is major, but the change could have significant impacts to the CLECs. She continued that this would not be the case for every change, and that some changes could be downgraded. Quintana-Colorado PUC asked what the advantage was for the default to be a Level 4 over Level 3. Wicks-Allegiance stated that with "changes to existing manual process" as a Level 3, Qwest will state what they want to change. He asked Clauson-Eschelon what other information she would receive about the change if it was a CR. Clauson-Eschelon stated that in the Additional Testing example, there was not enough information in the notification. Schultz-Qwest stated that Qwest is putting processes into place to make notifications clearer. Menezes-AT&T stated that green highlighting is important because the notification information is brief. He then asked Clauson-Eschelon if having the changes detailed in the history log helped. Clauson-Eschelon stated she might understand the change, but that the process was too immature to see what the CLECs are going to end up with. She continued that the CLECs could all vote later to move a CR to another category. She stated that there needed to be more CRs, and that levels could be expanded. Menezes-AT&T stated that currently there is a sea of changes listed in the web change notification forms. He stated that there were Level 1 type changes mixed in with Level 3 type changes. He asked what level will be the default for notices with multiple level changes. Schultz-Qwest stated that the notification will default to the highest change level, and that there would be notices in the future that had Level 3 changes and Level 1 changes. Menezes-AT&T stated that it was difficult to see what the Level 3 changes were when they were mixed with other level changes. Quintana-Colorado PUC suggested having different colors of highlighting for the different levels of change. Schultz-Qwest stated that the changes could be detailed in the history log. Clauson-Eschelon stated that if there are fifty Level 1 changes and one Level 3 change in the same notification, it is difficult to find the Level 3 change. Wicks-Allegiance asked if Level 3 and Level 4 changes could be combined in a notification, and Level 1 and Level 2 changes in a separate notification. Schultz-Qwest stated that the average current change is 5-10 pages long, but that a lot of Level 0 changes were included in those notifications and would not be going forward. She stated that Qwest should caucus and discuss the history log and color-coding option.

Schulz-Qwest stated that Qwest wanted changes to manual processes to be a Level 3. Clauson-Eschelon stated that every time the issue had been raised, she stated that Eschelon wanted these changes as a Level 4. Schulz-Qwest stated that all the other CLECs agreed that the change could be a Level 3. Clauson-Eschelon stated that Eschelon had significant experience with the process, and that Level 4 was more appropriate. Menezes-AT&T stated that the team was discussing Qwest CRs, not CLEC CRs.

There was a caucus for Qwest and the CLECs.

Lee asked what the CLECs decided from the caucus. Menezes-AT&T stated that modifying/changing existing processes could be a Level 3 for minor changes, and that major process changes would be a Level 4. Clauson-Eschelon stated that if a CLEC still wanted to move a Level 3 change to Level 4, the CLEC could.

Maheer-Qwest stated that the color-coding recommendation would be very difficult, and that the information on the level is in the history log. He continued that the CLECs could pinpoint the change in the history log, and that there should be no confusion on finding the different level changes. Wicks-Allegiance stated that all change notifications would be issued at the highest level of the change. Menezes-AT&T asked if the exact language would be listed in the history log. Maheer-Qwest stated that the history log would break out each level change, but would have a summary of the change and not the exact language. Clauson-Eschelon asked if Qwest would agree to do the split-level for "modifications to existing process." Schultz-Qwest stated that it would be difficult to differentiate between the different "moderate" vs. "major" changes. Menezes-AT&T stated that for changes that come in as Level 4 changes they could be discussed and moved to Level 3 for implementation. Quintana-Colorado PUC stated that PO-16 will be expanded for product/process PIDs, with fines ranging from \$100-10,000 per impacted CLEC. Schultz-Qwest asked what would happen if Qwest had a Level 3 change and the CLECs upgraded it to a Level 4. Quintana-Colorado PUC stated that that the PIDs will be measured on missed notification timelines for the change at each Level over time. She continued that for Level 3 changes that were upgraded to CRs, these would need re-notification. Schulz-Qwest asked if Qwest would have the opportunity to explain missed timelines. Lee stated that the team needed to discuss re-notification and upgrade timelines. Maheer-Qwest stated that the history log did not currently have levels listed for each change, but that it would be added. Menezes-AT&T stated that there should not be different level changes in a notice. Nolan-Qwest stated that the history log is continuous chronologically. Schultz-Qwest stated that the team needed to look closer at the negotiation of "changes to existing processes" as Level 3/Level 4.

Menezes-AT&T provided modifications to the Qwest product/process document. (Attachment 4)  
Action item #273 closed.

Lunch break including separate caucus for Qwest and CLECs.

#### **Changes to an existing process**

Schulz-Qwest stated that she preferred to keep changes to existing processes as a Level 3 and that Qwest could keep Level 1 and Level 2 changes in separate notifications from Level 3 and Level 4 type changes. She stated that the timelines allow CLECs enough time to ask for changes to be implemented at higher levels. Menezes-AT&T stated that he accepted the proposal and Wicks-Allegiance and Hines-WorldCom agreed. Zulevic-Covad stated that he had concerns, but wanted to test out the process. He added that no one liked manual processes because of the additional effort. Schulz-Qwest stated again that a CLEC could request to upgrade a change. Lee stated that the team agreed to leave "changes to existing manual processes" as a Level 3.

Clauson-Eschelon joined back onto the conference bridge. Lee explained to her that the team agreed to keep "changes to existing processes" as a Level 3. Clauson-Eschelon stated that she wanted the minutes to reflect that Eschelon strongly disagreed with that decision.

#### **Moving Level 3 changes to Level 4**

Schultz-Qwest returned to the earlier discussion regarding changing categories and stated that category changes would be discussed at the monthly CMP Product/Process meeting. She stated that Level 3 is the default level for any change not listed within the Level 0-4 change categories. Quintana-Colorado PUC asked if the Level 3 timeline would continue unless the team agreed to move the timeline to the new level. Schultz-Qwest stated that was correct. Clauson-Eschelon suggested that the cycle start after the CMP monthly meeting in which the decision was made. Schultz-Qwest stated that Clauson-Eschelon suggestion would work for Level 1, but not Level 2. She asked what would occur if CLECs really wanted the change to take place. Clauson-Eschelon stated that Qwest could state in the meeting that the notice will go out by a certain number of days. Quintana-Colorado PUC stated that if a Level 2 was issued immediately after the CMP meeting, it would be 21 days until implementation. She continued that a Level 3 to Level 1 would be immediately implemented following notification, and that a Level 3 to a Level 2 change could be notification as a Level 2, or stay at a Level 3 depending on timeframes. Wicks-Allegiance stated that in the future the change would be a Level 2, if the change category was approved for Level 2. Quintana-Colorado PUC stated that the timeframe could not extend past the Level 3 timeline. Schultz-Qwest stated that if Qwest sent a change as a Level 3 (but wanted it added to the Level 2 change category), Qwest would manage those as Level 2 changes in the future. Lee recapped that any Level downgraded to Level 1 is a re-notification with immediate implementation; any Level to Level 2 will required timelines to be determined on a case-by-case basis. Language was crafted.

Clauson-Eschelon asked how soon after the meeting would the Level 1 change notification be sent out. Schultz-Qwest stated that the notice could be initiated as soon as one business day. Menezes-AT&T stated the language could read "within 3 business days." Schultz-Qwest stated that the posting could take up to 5 business days with the web change notification form and posting by the web team. Clauson-Eschelon stated that if a category is changed, it's not always to a Level 1. Menezes-AT&T stated that this discussion is not adding a category, but moving a particular change to another Level. Language was crafted. Action item #239 closed.

Lee returned the group to Level 4 changes.

#### **Level 4 Change Categories**

##### **Wholesale Delivery Step**

Schultz-Qwest stated that this category should be removed because it was very confusing. Clauson-Eschelon stated that the category should remain on the list because changing a step impacts CLECs. Schultz-Qwest asked if Clauson-Eschelon could explain how this was different than "change to an existing manual process." Clauson-Eschelon stated that the category was very important because the steps are critical. Schultz-Qwest stated that she could not make a distinction, and that it would be very difficult to train the Qwest personnel on the difference between the two. Clauson-Eschelon stated that the category indicates that a change is going to be a CR. She then stated that the team never finished reading through the notification matrix assessment. She continued that the CLECs had to complete CRs for all changes, and that Qwest should have to as well. Lee stated that Qwest wanted "change to a wholesale service delivery step removed from Level 4." There was no dissension from the CLECs in the meeting except Eschelon. Clauson-Eschelon stated that she wanted the minutes to reflect that Eschelon did not agree.

##### **New Process**

Schultz-Qwest stated that a brand new process for a new product would be a Level 4 change. Menezes-AT&T clarified that new features to existing products would be a Level 3. Clauson-Eschelon stated that change in functionality of a product feature should be a Level 4. Schultz-



Qwest stated that the existing bullet could be expanded. Clauson-Eschelon stated that if Qwest changed the way a product worked, Eschelon needed time to address the change internally. Schultz-Qwest asked for examples because the team already had "adding functionality" and "deleting functionality." Clauson-Eschelon stated that an example of "changing functionality" would be adding a feature and having to dial a code to activate that feature. The CLECs would need time to retrain their employees because the feature had just been changed.

#### **Addition to a required form**

Schultz-Qwest stated that Qwest wished to delete this category because it's systems related work. Clauson-Eschelon stated that this category was important. Wicks-Allegiance stated that the category was referencing forms other than LSRs, and that these were not system changes. Schultz-Qwest stated that it was fine to leave the category in, but that it doesn't impact mechanized forms.

Lee stated that the team's homework from the last session was to look at the remainder of the notices and develop lists of change categories to be added. Clauson-Eschelon asked where rates would be addressed in the future. Lee stated that the team had previously agreed that rates were outside the scope of CMP. Clauson-Eschelon asked how rates are communicated. Schultz-Qwest stated that the notifications cover more than just what is in CMP. The team agreed that rates were outside the scope of CMP. Filip-Qwest stated that rates are addressed through the Account Teams. Schultz-Qwest stated that Qwest agreed to place ICA language on the bottom of notifications. Clauson-Eschelon stated that some changes don't look like rates changes, but they are. Filip-Qwest stated that if rate information was included in a CMP notice, then it would only be provided to make the notice comprehensible. Clauson-Eschelon asked where she would go if she had a comment on rates. Schultz-Qwest stated that this was not part of CMP, and would be handled through their Account Team or Billing Representative. She continued that Qwest was proposing to add the ICA disclaimer information on the bottom of the notices. Wicks-Allegiance stated that tables in the ICA should not be changed through the notification process. Filip-Qwest stated that the team agreed that rates are outside the scope of CMP. She continued that the avenue for disputing rate activity is the rate change implementation process. She stated that the billing team could come to the Redesign meeting to explain the process, because it sounded like the CLECs were not comfortable with the process. Clauson-Eschelon stated that there is cross-over between CMP and the billing team because of notifications, and asked who addresses the CLEC comments. Schultz-Qwest stated that Sue Burson's team could come to the next Redesign meeting and discuss the rate validation and implementation process. See **Action item #274** (Attachment 5). She suggested that Clauson-Eschelon work on crafting new ICA disclaimer language. Clauson-Eschelon stated that she did not want new rates implemented just because she received a notice. She stated that there had to be a better process. Zulevic-Covad stated that there were three different issues: 1) Change in terms/conditions to existing rates, 2) new products that are part of CMP, 3) validation of rates. Clauson-Eschelon asked when rates would be discussed in CMP. Clauson-Eschelon stated that Eschelon received rate changes notices on bills about SGAT rates and that Eschelon has not opted into the SGAT.

Lee asked the team if there were any other Level 4 additions. Clauson-Eschelon asked what the team had decided on stand alone notifications for Level 3/Level 4 changes. Schultz-Qwest stated that the history log would list all the changes and that Level 1/Level 2 changes would be in separate notifications from Level 3/Level 4 changes. The team crafted language in Attachment 4. Schultz-Qwest stated that earlier in the morning the discussion was around PCAT notifications, not Technical Publications (Tech Pubs). She stated that the language needed to reflect that the process doesn't apply to Tech Pubs, since Tech Pubs were published far less frequently and combining levels in a single notification should not be an issue. The Tech Pub History Log would identify the levels for each change. Menezes-AT&T stated that the history log would be for any Level categories. He continued and asked where the history log language was in the documentation. Schultz-Qwest stated that language had been crafted, but it was never presented because the team ran out of time at the last meeting. She stated that she could take

an action item and bring the language in. **Action Item #275.** Lee said that language could be added to section 2.5 of the Master Redlined framework.

Clauson-Eschelon stated that "change to an existing process" was a Level 3 change, but asked what level "change in activity type for ordering" would be. Schultz-Qwest stated that Eschelon's example would be change to a system. Clauson-Eschelon stated that the change would be to a code. She stated that it would be a change to information that was inserted into an existing field. Lee stated that it sounded like Clauson-Eschelon was addressing "change to a required field." Schultz-Qwest stated that it sounded like operational documentation to a systems change. Clauson-Eschelon stated that the field wasn't changing, but what the CLECs were entering was changing. Clauson-Eschelon then asked what Level 4 changes Qwest developed from the notification matrix. Schultz-Qwest stated that new product, SIG interval changes, and new processes.

Clauson-Eschelon then asked about comment cycles on notifications. Schultz-Qwest stated that Qwest had taken an action item to develop templates identifying comment cycles, and that it was currently being worked on. She then read out the proposed language on comments for these templates. She stated that the Level templates would be presented in the next session.

Clauson-Eschelon asked what level Local Service Freeze would have been under the new process. Schultz-Qwest stated that the CLEC process for removal of LSF would have been a New Process/Level 4. Lee asked the team if the Qwest-initiated Product/Process change language could be baselined into the Master Redlined framework. There was no dissension. Lee also stated that Qwest would present this process in the CMP Product/Process monthly meeting the next day for final approval. Schultz-Qwest said Lee was correct, and that she would take the process into the meeting. Clauson-Eschelon asked if once the language was baselined, did that mean that no other changes could be made. Lee stated that the document (Attachment 4) would be placed into the Master Redlined framework. Menezes-AT&T asked when the process would be implemented. Schultz-Qwest stated that changes initiated on or after April 22 would follow this process, but emphasized that notices already in the pipeline will not follow this process. **Action item #276.**

The Qwest-initiated Product/Process Change Process language was baselined with Level 3 and Level 4 categories. And the team agreed for Qwest to present this process at the April 17 CMP Product/Process meeting for acceptance and for Qwest to insert the language into the Master Redlined framework.

#### **Search by Level Capability**

Bahner-AT&T asked if Qwest can provide a search capability by Levels. Schultz-Qwest said she will work with Blackmun-Qwest to determine if this request is feasible. **Action item #277.**

#### **CO PUC Ruling on PID/PAP Impasse Issue**

Lee stated that the Master Redlined framework language needed to be cleaned up to reflect the PID/PAP ruling. Menezes-AT&T stated that Qwest could not deny a CR based on a PID. Schultz-Qwest stated that the change would not have to go to dispute resolution, but that it would go into "deferred" status, and then the PID administration group would analyze the dispute. Schultz asked that the discussion stop until Woodcock-Qwest arrived. Quintana-Colorado PUC asked if the team could look at Prioritization, and see if any language needed to be redefined based on the ruling. Schultz-Qwest agreed and stated that the team should look at all PID/PAP references. The team cleaned up language in the Master Redline to remove comments on PID/PAP in the Master Redlined framework. **Action Item #169 closed.**

#### **SCRIP (see Attachment 6)**

Menezes-AT&T asked if prioritization was posted on the web, and in an email notification. Routh-Qwest stated that it was. Schultz-Qwest stated that she wanted to wait to discuss SCRIP until Thompson-Qwest was available.

**Redesign Session Schedule Change (see Attachment 10)**

Lee moved the team on to the Redesign Meeting Schedule. Wicks-Allegiance stated that the May 13-14 meeting was on the same days as Qwest's CLEC forum. Schultz-Qwest stated that Qwest was looking into holding the monthly CMP Systems and Product/Process meetings at the Inverness Hotel so that the CLECs would not have to change locations. The team agreed to move the Redesign Meeting to May 21 (12-6 PM) and May 22 (9AM-5PM).

**Implementation of A Regulatory Change Language**

**WorldCom/AT&T comments (see Attachment 7)**

**Covad comments (refer to Attachment 8)**

Lee started this discussion by reviewing comments. She stated that once the language was baselined it would replace the language in the Master Redlined framework. Menezes-AT&T stated that he wanted Qwest to disclose all factors used in the decision making process. Zulevic-Covad stated that the CLECs needed any data used in the cost analysis. Woodcock-Qwest crafted language. The following was added to the document: "may include such factors as volume, number of CLECs, and technical feasibility of a manual process." Menezes-AT&T stated that the team needed to look at voting. Lee stated that Action Item #173 covered voting. Menezes-AT&T asked what would occur if a CLEC submitted a change less than 3 weeks before the meeting, and Qwest agreed to accept the CR. Schultz-Qwest stated that the CLEC could use the Exception Process, but that Qwest would like to work within the timelines of regulatory changes. Clauson-Eschelon asked when the team would be notified that there would be a vote. She continued that every CLEC might not attend Special Meetings. Schultz-Qwest stated that the language was covered in the Master Redlined framework.

Woodcock-Qwest stated that Qwest would attempt to revise the Implementation of Regulatory Change language and distribute it to the redesign team before the next redesign meeting. Lee stated that Qwest would work on revising the Regulatory Change Language, and once the language was baselined, it would replace the language on pages 20-22 of the Master Redlined framework. Lee then asked if the language on page 19 was baselined. Schultz-Qwest stated that Qwest would bring in revised language to the next meeting.

## **FINAL MEETING MINUTES**

### **CLEC – Qwest Change Management Process Redesign**

**Tuesday, February 19, 2002 Working Session**

1801 California Street, 23<sup>rd</sup> Floor, Executive Conference Room, Denver, CO

Conference Bridge: 877.550.8686, passcode 2213337#

**NOTE:** These are FINAL meeting minutes Qwest developed following the working session. Draft minutes were circulated to the CMP Redesign Core Team Members on March 12, 2002. As of April 15, 2002, no comments were received from the meeting attendees.

### **INTRODUCTION**

The Core Team (Team) and other participants met February 19<sup>th</sup> to continue with the Redesign effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow:

### **ATTACHMENTS**

Attachment 1: CMP Redesign Feb 19 Attendance Record

Attachment 2: CMP Redesign Meeting February 5 - 7 Notice and Agenda – 01-31-02

Attachment 3: CMP Redesign Core Team Issues Action Items Log - Revised 02-19-02.doc

Attachment 4: Qwest Proposed Regulatory Change Language -02-19-02.doc

Attachment 5: Qwest Proposed OSS Interface CR Initiation Process Action Item Language  
– 02-19-02.doc

Attachment 6: Master Redlined CLEC-Qwest CMP Redesign Framework - Revised 02-20-02

## MEETING MINUTES

The meeting began with introductions of the meeting attendees. (Attachment 1) Judy Lee, the meeting facilitator, then reviewed the one-day agenda. (Attachment 2)

### Regulatory Change Requests

Lee began the discussion by stating that the last meeting ended with Qwest committing to bring language addressing Regulatory Change Requests to this meeting. Schultz-Qwest stated that Qwest would be willing to provide criteria Qwest developed which could include high-level cost/benefit analysis, level of effort (LOE) and an assessment of demand (high/medium/low) for all CLEC and Qwest initiated Regulatory CRs. She then stated that the proposed language was listed in the packet and was intended to capture what occurred in the last meeting. (Attachment 4) Menezes-AT&T stated he was concerned with the phrase "change in circumstance." Schultz-Qwest stated that phrase was in response to the possibility that an increase in demand forced Qwest to seek a mechanized solution. Menezes-AT&T asked if that mechanized solution resulting from an increase in demand would still be a regulatory change. Schultz-Qwest stated that it would be regulatory if the CLECs and Qwest both agreed that it was regulatory. Menezes-AT&T stated that CLECs wouldn't know the demand and asked if demand was proven orders or perceived orders. Schultz-Qwest stated that an increase in demand could be the result of a CLEC telling Qwest that there was going to be an increase in orders. She explained that in this situation Qwest would want to mechanize the process and that CLECs and Qwest would both need to agree that the change was regulatory. Zulevic-Covad asked if the original proposal for mechanization would include language detailing the greater demand. Lee clarified that if there is a mandated process that Qwest anticipated low volume for, then Qwest could recommend a manual process. She explained that the CLECs could come to Qwest and state that there would be an increase in volume necessitating mechanization. Lee asked if changes like this would go above the line as a regulatory CR. Schultz-Qwest stated that the recency of the mandate would be important to this decision. Maher-Qwest stated that if the team agrees that it's a regulatory CR and that everyone wants it mechanized that would occur. Menezes-AT&T stated that everyone needs to agree that it's regulatory, and if the CLECs and Qwest do not agree, then it becomes a CLEC or Qwest originated change request. He then stated that the change of circumstance was still unclear and asked for examples. Woodcock-Qwest stated that the change in circumstance would have to be a recent change and that the team would have to agree that it was regulatory. Menezes-AT&T stated that if a manual solution was put into place that it should be done under a product/process CR, but that it should be marked as regulatory. He then asked how past changes would be accounted for. He stated that because product/process CRs were not prioritized there would be an issue when they became system CRs. He stated that these CRs could bump other CRs in the future. (Action 249)

Quintana-Colorado PUC suggested that the originator should supply information to show the change in circumstance if the change was already a CR. Schultz-Qwest clarified again that previously completed changes would not fall under this process. She explained that if, in the future, there is a regulatory CR that is implemented manually and then there is a change in circumstance, then the mechanization remains a regulatory change. Clauson-Eschelon stated that the CLECs needed more information than just high level LOE and costs/benefit analysis. Clauson-Eschelon stated that if everyone agrees that it's regulatory, then the issue is with mechanization. Schultz-Qwest explained that following manual implementation, there could be a change in circumstance that caused a CLEC or Qwest to decide that there was a need to mechanize the process. She explained that if the team does not agree that the change should be mechanized as a Regulatory CR, then it would be implemented as a regular CR. Clauson-Eschelon stated that the CLECs wanted to see the reason to determine why the change was implemented as a manual or a mechanized process. Balvin-WorldCom stated that the CLECs and Qwest CRs need to be on the same playing field, and that the CLECs need to see the criteria used to make these decisions. Menezes-AT&T stated that the initial criteria could also be used to evaluate if a manual change should be mechanized. Quintana-Colorado PUC suggested a

separate form for regulatory CR initiation because the initiator would not know how it would be implemented. Jacobs-Qwest stated that the two central issues were the definition of a Regulatory CR and how the mandate is implemented. Quintana-Colorado PUC suggested that Regulatory CRs have their own process documentaton. Clauson-Eschelon stated that they asked for a re-organization of the document in the Gap Analysis. Qwest asked for a caucus.

Break for lunch until 12:00pm

Schultz-Qwest suggested that the team review the definition of Regulatory, the agreement process, the Implementation process, and then review the SCRIP process.

### **Definition of Regulatory CR**

Lee started the discussion with Attachment 4. Clauson-Eschelon expressed concern that Qwest would not tell the CLECs if Qwest were out of compliance with a mandate. Menezes-AT&T stated that in such a case the CLEC could use the dispute resolution process. Clauson-Eschelon stated that it might be easier for Qwest to say that a mandate was met thnn to admit that Qwest was out of compliance. She stated that she did not want to do the research to prove that Qwest was out of compliance. Quintana-Colorado PUC stated that the mandate would be clear that Qwest was within or out of compliance, unless it was a new mandate. Travis-WorldCom asked what would occur if a change from manual to mechanized was needed for Qwest to be in compliance. Thompson-Qwest stated that when the CR was first introduced there would be a plan for compliance if the change was approved for mechanization and there was not time to include it in the next release. Zulevic-Covad stated that there were three categories: 1) Change introduced as a system change, 2) A mandate that cannot be met in time with a system change so a manual change is temporally put in place, or 3) Manual process that Qwest or a CLEC would like to mechanize. Thompson-Qwest stated that it was in everyone's best interest to mechanize. Wicks-Allegiance stated that he agreed. Zulevic-Covad stated that Qwest needed to show the initial information detailing why the decision to mechanize or not was made. Thompson-Qwest stated that this was laid out in the implementation that Schultz described.

Lee directed the team back to the definition of regulatory. Quintana-Colorado PUC stated that the definition should reflect that the change is bringing Qwest into compliance with a mandate. Quintana-Colorado PUC stated that if Qwest was already in compliance and a CLEC wants the process mechanized, Qwest would already be in compliance. Zulevic-Covad stated that the team agreed that mechanization was good, and suggested that changes to mechanize manual processes be prioritized. Thompson-Qwest stated that prioritization could cause Qwest to miss the implementation date of a mandate. Lee directed the team to the definition and language was agreed to. Schultz-Qwest asked the team if this definition could be adapted into the Master Redlined Document and the team agreed that it could. The team accepted the definition of Regulatory Change as part of the Master Redline framework under Types of Change (see last attachment).

### **Agreement process on method of implementation for a Regulatory CR**

Clauson-Eschelon stated that the team needed to define a process governing how the parties reached agreement. She stated again that high level cost/benefit and LOE was not enough information. She described an example wherein the CLECs voted for the mechanization of a process which Qwest wanted to do manually and asked what the outcome would be. Schultz-Qwest stated that the change would be most likely mechanized unless there was a cost issue. She stated that Qwest reserved the right to deny mechanization based on cost. Woodcock-Qwest stated that there did not need to be a process around disagreement. Wicks-Allegiance suggested that those individuals who attended the meeting make the decision. Van Meter-AT&T asked if it has to be the POC or SPOC. Quintana-Colorado PUC stated that this information was already covered in the Master Redline under voting. Balvin-WorldCom asked if Qwest would tell

the CLECs that a vote will take place before the meeting. Lee stated that this was covered in the last meeting and that the information would come in the distribution package. Woodcock-Qwest stated that the meeting minutes would document who agreed and who disagreed with the proposed change implementation. Wicks-Allegiance stated that the team may not be able to agree in the meeting and that additional research might be needed. Thompson-Qwest stated that the documentation would be available before the meeting and that a decision would be made during the meeting. He then stated that if there was not agreement during the meeting then the change could transition to an OSS Interface CR or to dispute resolution. Van Meter-AT&T asked if the CLEC had to provide legitimate reasons for objecting. Woodcock-Qwest stated that it was a good faith effort on both sides. Jacobs-Qwest stated that it could be a new product that follows an existing mandate. Quintana-Colorado PUC stated that the language should state that old mandates apply to new circumstances. Crain-Qwest stated that new products would be covered in a change of circumstance clause. Wicks-Allegiance stated that a volume increase was an example of a circumstance in which a change would follow an existing mandate. Zulevic-Covad stated that a change of circumstance could be when something becomes technical feasible that was not before. Balvin-WorldCom suggested that language be added to address POCs and the idea that CLECs who did not attend could not vote. Thompson-Qwest stated that objections, which were submitted ahead of time, would be discussed regardless of whether the originating CLEC attended or not. Menezes-AT&T asked what would occur if the CLEC who submitted the comments did not attend and if the group did not follow the objection. Schultz-Qwest stated that if an objecting CLEC did not attend the meeting, the attending CLECs did not have to accept the written objection. Language was added to the document. Schultz-Qwest reviewed the POC language, existing in the Master Redlined Document, with the team. Lee stated that this would be covered in the section "Managing the CMP". Menezes-AT&T asked who would vote for Qwest. Maher-Qwest stated that Qwest vote would be covered in implementation.

Menezes-AT&T stated that the escalation process did not apply to this situation because Qwest could not escalate to itself. He also stated that if two CLECs were in disagreement they should not escalate to Qwest. Quintana-Colorado PUC suggested that it be left to dispute resolution. Balvin-WorldCom stated that regulatory CRs could not be walk-ons. Thompson-Qwest agreed and stated that the agreed to process of sending out the regulator CR information 8 days before the meeting would be followed for regulatory CRs. Wicks-Allegiance asked about modifying the CR form to accept regulatory change requests. Schultz-Qwest stated that the database and CR form would be changed to reflect Regulatory and Industry Guideline CRs. (Action item 250) Menezes-AT&T asked for a review of the process. He suggested that the Regulatory CR follow the regulatory process until it became a product/process change or a systems change. Then it would follow the corresponding process.

### **Implementation process**

Schultz-Qwest explained that the implementation process began with Qwest providing a high level cost benefit analysis for system LOE and product/process LOE and that this information would be presented at the CMP Monthly Meeting. At that meeting the CLECs would decide on whether it would be implemented as a manual or mechanized process. She stated that Qwest would reserve the right to deny based on cost. Clauson-Eschelon stated that she was uncomfortable with the language "high level benefit". She stated that she needed more information than Qwest stating that a CR was expensive and a medium LOE. She stated that this was not enough information to allow her to make an informed vote. She explained that she wanted to know the factors Qwest considered when it determines if a change should be mechanized. Balvin-WorldCom stated that the team came up with a list of the factors in the last meeting. She suggested that there could be a form that Qwest used to track the factors. Schultz-Qwest stated that it was the same on the process side as it is on the system side. She explained that when Qwest first gives a response Qwest doesn't know all the details of the implementation. Balvin-WorldCom stated that it does not matter how Qwest gets to that point. She stated that Qwest needed to tell the CLECs the qualifiers it used to determine the course of implementation. Thompson-Qwest stated that Qwest cannot do a full analysis before it begins implementation. He

explained that CLECs are saying that they don't have enough information to do a comparison for fair treatment and that because of this complaint Qwest is offering the CLECs a vote on which way to go based on the same data that Qwest uses. He stated that Qwest will not have much of the data that the CLECs are asking for until Qwest is farther down the road to implementation. Clauson-Eschelon stated that rather than saying that Qwest would provide CLECs the cost benefit analysis and LOE, Qwest should state that it will provide what it knows. She explained that the CLECs are asking for Qwest to tell them what Qwest knows. Qwest caucused.

Schultz-Qwest asked what the CLECs would do with the LOE and other decision criteria that Qwest would provide. Clauson-Eschelon stated that the CLECs needed the information to see why Qwest was recommending a manual or mechanized solution. Thompson-Qwest stated that Qwest is looking for the most cost-effective decision. Zulevic-Covad stated that he would need to analyze how the decision of whether to implement a mechanized or manual solution would affect his company. He explained that if mechanization costs Qwest \$10million but costs his company \$500k, he would still want it mechanized. Lee clarified that Qwest understood that the CLECs would look at their businesses, but was still unclear as to what the CLECs were going to do with the data Qwest used to make the decision of how to implement. Wicks-Allegiance stated that the CLECs wanted to be able to look at the decision factors in order to analyze their business and to compare for equal treatment. Shultz-Qwest stated that the "equal treatment" argument was not an issue when the CLECs were making the decision on implementation methods. Clauson-Eschelon stated that the CLECs wanted input into the process and could help Qwest make better decisions. Schultz-Qwest asked how the CLEC level of effort factored in. Wicks-Allegiance stated if the mechanization is cost effective Qwest should proceed with mechanization, but if it's manual then the CLECs need all the information Qwest used to make that decision. Clauson-Eschelon stated that she wanted to know why certain CRs were mechanized and why others were manual. Schultz-Qwest stated that Qwest would provide high level LOE on systems and process CRs to help the CLECs see why Qwest made the decisions. Thompson-Qwest stated that when the team makes the decision to move forward with implementation the decision would be made on cost estimates rather than actual costs. He explained that Qwest may need to reject the decision based on actual cost of implementation after implementation has begun. Qwest will bring the data available at that time to the meeting and the CLECs need to make a decision during that meeting. Balvin-WorldCom asked what the decision making process was. Thompson-Qwest stated that the CLECs would make a decision on whether Qwest should implement manually or mechanized for a Regulatory CR. The CLECs would make the decision based on the data that was available on that particular day. Wicks-Allegiance suggested that Qwest provide a recommendation for implementation. Thompson-Qwest stated that the option had already been discussed at the last meeting and the CLECs didn't think it would be fair for a comparison of CLEC vs. Qwest CRs in the future. He continued that the CLECs thought Qwest did a rocket science analysis and that the CLECs would be upset when Qwest brought in the non-rocket science data. He stated that the concern was that there would not be an implementation decision made until after the mandate implementation date had passed. Wicks-Allegiance stated that the CLECs would vote when Qwest didn't care about the method of implementation. Clauson-Eschelon stated that the CLECs needed to be able to vote if Qwest wanted a manual implementation and the CLECs want mechanized. Thompson-Qwest stated that the CLECs could use the data from the implementation of previous CRs. He continued that the CLECs are saying that they want a variety of data analyses and Qwest is saying that they cannot do that without detailed analysis. Quintana-Colorado PUC stated that if Qwest only had high level information then that is what Qwest would provide to the CLECs. Schultz-Qwest stated that Qwest would provide the high level LOE and any other factors used to make the implementation decision. Wicks-Allegiance confirmed that it was just an estimate and that Qwest would reserve the right to deny based on cost. Clauson-Eschelon stated that the CLECs wanted a vote in order to tell who voted for and against the implementation method. She explained that this would be used if the change went to dispute resolution. Woodcock-Qwest asked if Clauson was stating that there would be a vote, but that Qwest would not be bound to the decision. Clauson-Eschelon stated that the team would try and agree and that if agreement could not be reached then it would go to dispute resolution. Wicks-Allegiance stated that Qwest would present the recommendation



and that the CLECs would try to come to consensus. Menezes-AT&T asked how the process would work if there were 10 CLECs and 8 agreed on implementation. He asked if the other 2 CLECs would go to dispute resolution. He continued that if CLECs want mechanization and Qwest wants a manual solution then this would be the disagreement. He asked if this would also go to dispute resolution. Woodcock-Qwest stated that a CLEC could go to dispute resolution at any point. Menezes-AT&T asked if dispute resolution would affect implementation. Thompson-Qwest stated that now the process was combining the two proposals, the one Qwest came in with on February 19 and the one the CLECs developed on February 5, and that the process would not work. Woodcock-Qwest asked the CLECs what information they needed. She continued that Qwest's proposal was to give the power of implementation to the CLECs. Balvin-WorldCom stated that the problem was if the CLECs voted for mechanization, but that it cost Qwest \$200 million then Qwest would veto based on cost. Woodcock-Qwest stated that Qwest wanted CLEC input, but based on costs Qwest may need to veto during the process. Clauson-Eschelon stated that the team needed to try and reach consensus on implementation. Quintana-Colorado PUC added that if the CLECs objected to Qwest's proposal then Qwest could take a closer look at the implementation method. She asked if this process would also apply to industry guideline CRs. (Action item 252)

Menezes-AT&T stated that he was still unclear on how the process would work. Schultz-Qwest stated that in order to minimize the risk of missing the mandated effective date Qwest would bring a recommendation to the meeting. Menezes-AT&T stated that the CLECs wanted Qwest to provide a recommendation and also the data used to make that decision. Van Meter-AT&T stated that the Regulatory CRs would be brought to the CMP meeting and that there would be the option to ask questions for additional clarification. She stated that objections would be sent to Qwest 8 days prior to the meeting and that objections could not be brought to the meeting. Thompson-Qwest stated that Qwest would have SMEs available to answer questions during the meeting. He stated that if SMEs needed additional time to answer complex CLEC questions, this would not stall implementation. He added that Qwest could not be stuck doing more and more analysis and that the CLECs will be given the information that Qwest has available at that time. Van Meter-AT&T asked when the CLECs would get the regulatory CR information. Thompson-Qwest stated that the information would go out 21 days prior to the monthly meeting and that there will be no regulatory walk-ons. He explained that the CLECs would have 8 days to respond before the meeting and the package would go out 3 business days prior to the meeting, as agreed to. He then stated that CLEC objections must be submitted in writing with supporting data. Van Meter-AT&T suggested that all CLECs be invited to all regulatory CR clarification calls. Schultz-Qwest agreed and stated that CLECs could choose whether or not to attend the clarification calls. Menezes-AT&T stated that situations may exist where Qwest makes a recommendation to implement in a certain manner but that the other option doesn't cost much more. He explained that in this case would Qwest want to go to dispute resolution. Woodcock-Qwest stated that Qwest wants to avoid the dispute resolution and stay process. Menezes-AT&T stated that he wanted a vote and if Qwest didn't like the way the CLECs voted then Qwest could go to dispute resolution. Quintana-Colorado PUC stated that Qwest is giving up the right to continue implementation when the majority of the CLECs vote. Clauson-Eschelon stated that under this proposal everyone would determine if it was regulatory and then the implementation method was ultimately up to Qwest. Woodcock-Qwest stated that there would be a mandate and that the issue is how to implement the mandate. If the CR went into prioritization then it could miss the implementation date stipulated in the mandate. If there was a disagreement then the opposing party could go to the commission or an arbitrator. Quintana-Colorado PUC stated that the stay issue would be covered in the Dispute Resolution section. Balvin-WorldCom stated that Qwest wants a decision on implementation as fast as possible and that the CLECs want more information to make their decision. She suggested knowing the implementation process before the team decided if the change was mandated or not. Woodcock-Qwest stated that there were two options: Qwest decides how the mandate is implemented or the CLECs decide how the mandate is implemented. Wicks-Allegiance stated that this has been complicated by the possibility of the CLECs disagreeing with Qwest's implementation plan and the issue going to dispute resolution. Menezes-AT&T stated that he wanted voting and balance to the process.

Woodcock-Qwest stated that Qwest reserves the right not to make bad business decisions. Menezes-AT&T asked if there was usually a large cost difference between mechanized and manual solutions. Menezes-AT&T stated that Qwest could define the rationale for denying a method of implementation based on cost. Wicks-Allegiance asked what would happen if the vote was split into a majority and a minority. Woodcock-Qwest stated that Qwest was not denying any CLEC the right to dispute resolution. Wicks-Allegiance stated that a CLEC might want a stay until the dispute is resolved and asked what would happen if the majority disagreed with Qwest. He stated that this was similar to the example of Qwest implementing a mandate manually when 8 out of 10 of the CLECs disagreed. He stated that Qwest could say that the cost was \$50 million to mechanize and that it wasn't cost effective to implement in the manner which the CLECs requested. He asked what would happen if the majority were against the manual process and cost wasn't an issue. Woodcock-Qwest stated that it wouldn't be an issue because it wouldn't be cost prohibitive. She continued that the consideration is for getting CLEC input, but that if you get to the end decision and Qwest needs to make a business decision, that decision would be Qwest's. Wicks-Allegiance stated that the group could go to dispute resolution or do a CR for something different. Woodcock-Qwest stated that everyone agrees that there is a mandate and Qwest is going to take into consideration everything that the CLECs are proposing, in order to make the best business decision. Schultz-Qwest stated that if the CLECs were objecting to an implementation Qwest would analyze their concerns. She emphasized that Qwest doesn't want to go to dispute resolution. Wicks-Allegiance suggested that the team move ahead with the working language and test out the process with real examples. Woodcock-Qwest stated that the category is going to have very few CRs.

Lee stated that it was 5:00pm and asked what the next steps were. The team wanted to continue discussion.

Menezes-AT&T stated that this process was worse than what was originally proposed. The proposal allows CLECs to choose and then Qwest can veto. He then stated that he was okay with the vote and dispute resolution for the loser, but that he wanted parameters around the veto based on cost issue. Quintana-Colorado PUC asked what the cost magnitude was to enable Qwest to veto a CLEC vote. Menezes-AT&T stated that cost magnitude needed to be addressed. Woodcock-Qwest stated that it was not a good idea for Qwest to go to dispute resolution in order to not make a bad business decision. Jacobs-Qwest stated that she would bring a recommendation to the meeting and a decision will be made in the meeting. If there was not a clear decision then there would be a vote. If Qwest needed to deny then Qwest would provide the information to support the decision to deny. Menezes-AT&T stated that if the cost difference was small then Qwest should implement the CLECs preference. Quintana-Colorado PUC stated that the CLECs should have the cost information before the vote. She then asked if the CLECs were going to trust Qwest to give the cost information when Qwest did not give the information before. Schultz-Qwest stated that Qwest needed to take the proposal back. She stated that if Qwest thinks the choice in implementation is a "no brainer" then Qwest will provide high level information. Upon review, if the CLECs do not agree then Qwest could go back and do additional analysis. Quintana-Colorado PUC stated that Qwest could not be recommending one of the solutions because they thought it was a no brainer. Schultz-Qwest stated that if everyone were invited to the clarification meeting then Qwest would have a sense of what the CLECs wanted. This would give Qwest time to do a more in-depth analysis before the meeting. Thompson-Qwest stated that the issue goes back to data and that Qwest will provide high level estimates. When the estimates are given to the CLECs the decision to pursue one method of implementation will be clear. Wicks-Allegiance asked what would occur if the CLECs chose the implementation method that was cost prohibitive. Woodcock-Qwest stated that Qwest would veto based on cost and that parameters would be placed around costs. Then the CLECs would have comfort that the decision was made based on costs. The CLECs would still have a vote. Qwest could deny based on a business decision and the CLECs could use dispute resolution. She then stated that language was needed for vote and objective criteria. Menezes-AT&T stated that LOE for mechanized and LOE for manual also needed to be addressed. Clauson-Eschelon stated that she still wanted the criteria Qwest would use to make the decisions. Menezes-AT&T stated that it

was only the criteria that were considered. He also stated that the team needed to look at timelines. Quintana-Colorado PUC stated that the team still needed to discuss manual interim processes pending mechanized implementations.

Lee stated that the agenda for the next meeting would remain the same. The first day of the next 3-day redesign session will start at 12:00 noon and conclude at 6:00pm with just an afternoon break. The hours for the other two days are 9:00am-5:00pm. The subsequent 1 day meeting on March 19 will run from 10:00 am to 6:00 pm with a working lunch.

Adjourned at 5:34pm.

# ATTACHMENT 1

## CLEC-Qwest Change Management Process Re-design

February 19, 2002 Working Session

### ATTENDANCE RECORD

#### Core Team Members

		Company	Last Name	First Name	Email	Phone	Comments
2-19							
X		Allegiance Telecom	Wicks	Terry	terry.wicks@algx.com	469-259-4438	
X		AT&T	Bahner	Terry	Tbahner@att.com	303-298-6149	
X		AT&T	Menezes	Mitch	mmenezes@att.com	303-298-6493	
X		AT&T	Osborne-Miller	Donna	dosborne@att.com	303-298-6178	
X		AT&T	Van Meter	Sharon	svanmeter@att.com	303-298-6041	
		Avista	Thiessen	Jim	jthiessen@avistacom.net	509-444-4089	
%		Covad Communications	Doberneck	Megan	mdoberne@covad.com	720-208-3636	
X		Covad Communications	Zulevic	Mike	mzulevic@covad.com	520-575-2776	
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%		Eschelon Telecom	Clauson	Karen	kiclauson@eschelon.com	612-436-6026	
%		Eschelon Telecom	Powers	Lynne	lpowers@eschelon.com	612-436-6642	
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		Qwest	Doherty	Christie	Cdohert@qwest.com	303-896-0848	
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X		Qwest	Heline	Mark	Mheline@qwest.com	303-896-4234	
X		Qwest	Jacobs	Teresa	Tjacobs@qwest.com	303-896-1078	
		Qwest	Kessler	Kim	Kkessler@qwest.com	303-294-1617	
		Qwest	Lemon	Lynne	Llemon@qwest.com	303-965-6321	
X		Qwest	Maher	Jim	Jmaher@qwest.com	303-896-5637	
		Qwest	Mohatt	Gerry	Gmohatt@qwest.com	303-965-3934	

# ATTACHMENT 1

## CLEC-Qwest Change Management Process Re-design

February 19, 2002 Working Session

### ATTENDANCE RECORD

2-19	Company	Last Name	First Name	Email	Phone	Comments
X	Qwest	Nolan	Laurel	<a href="mailto:L.nolan@qwest.com">L.nolan@qwest.com</a>	303-294-1714	
	Qwest	Rossi	Matt	<a href="mailto:Mrossi@qwest.com">Mrossi@qwest.com</a>	303-896-5432	
X	Qwest	Routh	Mark	<a href="mailto:Mrouth@qwest.com">Mrouth@qwest.com</a>	303-896-3781	
X	Qwest	Schultz	Judy	<a href="mailto:jmschu4@qwest.com">jmschu4@qwest.com</a>	303-965-3725	
X	Qwest	Thompson	Jeff	<a href="mailto:Jlthomp@qwest.com">Jlthomp@qwest.com</a>	303-896-7276	
	Qwest	White	Matt	<a href="mailto:Mbwhite@qwest.com">Mbwhite@qwest.com</a>	303-294-1638	
	Qwest	Williams	Lee			
X	Qwest	Woodcock	Beth	<a href="mailto:woode@perkincoie.com">woode@perkincoie.com</a>	303-291-2316	
	SBC Telecom	Lees	Marcia	<a href="mailto:Marcia.lees@sbcc.com">Marcia.lees@sbcc.com</a>	314-340-1131	
X	WorldCom	Balvin	Liz	<a href="mailto:liz.balvin@wcom.com">liz.balvin@wcom.com</a>	303-217-7305	
	WorldCom	Dixon	Tom	<a href="mailto:Thomas.f.Dixon@wcom.com">Thomas.f.Dixon@wcom.com</a>	303-390-6206	
	WorldCom	Hines	LeiLani	<a href="mailto:LeiLani.Jean.Hines@wcom.com">LeiLani.Jean.Hines@wcom.com</a>	303 217-7340	
X	WorldCom	Travis	Susan	<a href="mailto:susan.a.travis@wcom.com">susan.a.travis@wcom.com</a>	303-390-6845	

### Other Participants

2-19	Company	Last Name	First Name	Email	Phone	Comments
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	CapGemini	Ferris	Robyn			
X	KPMG Consulting	Nobs	Christian	<a href="mailto:cnobs@kpmg.com">cnobs@kpmg.com</a>	415-831-1323	
X	KPMG Consulting	Yeung	Shun (Sam)	<a href="mailto:shunyeung@kpmg.com">shunyeung@kpmg.com</a>	212-954-6351	
	Telcordia	Thompson	Nancy			

**ATTACH. ENT 1**

**CLEC-Qwest Change Management Process Re-design**

February 19, 2002 Working Session

**ATTENDANCE RECORD**

**Facilitator**

X		XTel Solutions, Inc.	Lee	Judy	soytofu@pacbell.net	650-743-8597	
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## **FINAL MEETING MINUTES**

**CLEC – Qwest Change Management Process Redesign**  
**Tuesday, February 5-Thursday, February 7, 2002 Working Session**  
1801 California Street, 23<sup>rd</sup> Floor, Executive Conference Room, Denver, CO  
Conference Bridge: 877.550.8686, passcode 2213337#

**NOTE:** These are FINAL meeting minutes Qwest developed following the two day working session. Draft minutes were circulated to the CMP Redesign Core Team Members on Dec. 21, 2001. As of January 21, 2002, no comments were received from the meeting attendees.

### **INTRODUCTION**

The Core Team (Team) and other participants met February 5<sup>th</sup> through 7<sup>th</sup> to continue with the Redesign effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow:

### **ATTACHMENTS**

Attachment 1: CMP Re-Design February 5 – 7, 2002 Attendance Record -  
Attachment 2a: CMP Redesign Meeting February 5 - 7 Notice and Agenda – 01-31-02  
Attachment 2b: CMP Redesign Meeting February 6 - 7 Notice and Revised Agenda – 02-05-02  
Attachment 2c: CMP Redesign Meeting February 7 Notice and Revised Agenda – 02-06-02  
Attachment 3: Qwest Proposed Qwest-Initiated Product-Process Chgs Language - Revised 02-06-02  
Attachment 4: CMP Re-Design Core Team Issues and Action Items Log – 02-13-02  
Attachment 5: Certification and Re-Certification Testing - 12-11-01  
Attachment 6: AT&T Interface Testing Issues – 12-03-01  
Attachment 7: Combined CMP Redesign Gap Analysis – 01-17-02  
Attachment 8: Qwest-CLEC Technical Issues Escalation - January 16, 2002  
Attachment 9: Changes Resulting from New Production Support Language – 01-16-02  
Attachment 10: Systems Event Notification Subscription Announcement – Published 06-01-01  
Attachment 11: Updated Event Notification Form – 01-16-02  
Attachment 12: CLEC Open Cases 0101 to 01022 – 01-10-02  
Attachment 13: Qwest Proposed CR Prioritization Language - Revised 01-31-02  
Attachment 14: Qwest Proposed TERMS Language - 02-08-02  
Attachment 15: SCRP Proposed Language – 12-10-01  
Attachment 16: New Customer Questionnaire Qwest Website – 01-25-02  
Attachment 17: TechPub\_msoA1\_  
Attachment 18: Master Redlined CLEC-Qwest CMP Redesign Framework - Revised 02-07-02

## MEETING MINUTES

The meeting began with introductions of the meeting attendees. (Attachment 1) Judy Lee, the meeting facilitator, then reviewed the three-day agenda. (Attachment 2)

### Qwest Initiated Product/Process CR initiation

Lee began the discussion by stating the outstanding impasse issue. Crain-Qwest stated that Qwest sent out the definition of the impasse issues. Menezes-AT&T stated that the CLECs received a summary of the industry guidelines, but not the impasse issue. Crain-Qwest stated that Qwest would send out the information. Crain-Qwest stated that he had a discussion with Tom Dixon (on the issue of "stay") but did not develop any new approaches to the issue. Crain stated that Qwest's proposal is a 14-day stay if a CLEC approaches the commission for dispute resolution. Crain explained that Qwest and the CLECs are concerned that a regulatory proceeding takes a long time. Qwest doesn't want to be bound to suspending implementation during the delay necessary for the ruling, and the CLECs do not want Qwest to implement during that time. Crain-Qwest suggested that Qwest could agree to use a commission's expedited procedures, if available, and Qwest could agree to extend the stay to 30 days. Menezes-AT&T stated that he thought that the suggestion had been made that instead of going to individual state commissions with the same issue, that the issue be taken to a third party decision maker (arbitrator) to make the decision. Crain-Qwest stated that arbitration was something that Qwest had looked at for the whole Change Management issue, but that he didn't think it was a workable solution for three reasons: 1) Are the parties bound by the resolution? 2) Would commissions accept the resolution because they wouldn't be making the decision? 3) Would the decision be binding on all CLECs or just the ones who were participating? Crain emphasized that if arbitration was workable it would be in everyone's best interest. He also stated that it would not work for Product/Process because those issues can be state specific. Crain asked if a party could escalate the arbitrator's decision. Menezes-AT&T stated that would have to be decided. Crain-Qwest stated that it might not work because the commissions may not accept binding arbitration. He continued that the CLECs and Qwest could set up a system where the issue of whether or not the item is going to stay could go through arbitration and the dispute itself would go to commission. Menezes-AT&T stated that criteria around that process would need to be developed. Crain-Qwest stated that Qwest put criteria in its Product/Process proposal around "balance of harm." Balvin-WorldCom asked if the plan would be implemented region wide. Crain-Qwest stated that implementation would vary based on the type of change and its scope. Menezes-AT&T stated that the impartial party should decide the stay. Balvin-WorldCom asked if the issue would not be implemented until after the stay was decided and comments had been taken in. Crain-Qwest stated that Qwest would always try to work things out first. Balvin-WorldCom asked if the stay would take effect at the time Qwest would have implemented the change. Crain-Qwest stated that the stay would begin during Comment period. He explained that the issue would go to CMP, then through the CLECs comment, and finally Qwest would reply to the comment. Menezes-AT&T stated that they (CLECs) needed to review the timeline. Crain-Qwest stated that the CLECs would have a 15-day comment cycle and that the CLECs could put a stay in place at that time. Menezes-AT&T stated that the CLECs would have to state during the comment cycle that if the issues were not resolved, then the CLECs would want a stay. Crain-Qwest stated that was correct. The CLEC would need to say, "Don't implement" and then Qwest will say "Yes or No" to proceed with implementation. He explained that if Qwest stated that it was implementing, then it would go to arbitration. Menezes-AT&T asked if Crain could have someone write the language for the stay process. Crain-Qwest stated that Qwest wanted to avoid an endless loop of comment cycles. He explained that in the proposal there is a 15-day lag before Qwest can implement after responding to comments. If there was an extraordinary change during that period for an extraordinary circumstance then the CLEC could ask for a stay during the 15-day implementation period. The CLEC would have to establish a new request for stay or delay because it's a result of a new change.



Balvin-WorldCom asked how the new decision would be implemented. Menezes-AT&T stated that if a CLEC requested a stay then, in all likelihood, Qwest would discuss with the CLEC whether how to resolve the issue, or pursue Dispute Resolution. Balvin-WorldCom stated that the issue could be state specific and might be worked in Dispute Resolution instead of with a stay. Crain-Qwest stated that the CLECs could always go to the state commission. Menezes-AT&T stated that the CLECs could also go through their interconnection agreement. Lee asked how the cost of the arbitrator would be handled. Crain-Qwest stated that he thought that any participating CLEC would help Qwest finance the arbitrator. (Action item 237)

Schultz-Qwest stated that Qwest had identified examples for the different tiers for Qwest Proposed Product/Process Changes for the Master Redline. (Attachment 3) She said that language was not part of OBF and was not presented in the same format. Schultz suggested that the team go through one section at a time so that everyone could add examples to the list. Balvin-WorldCom stated that the team had already determined that all Level 1 changes would be CLEC non-altering and that time critical items would go into another level. Schultz-Qwest stated that there would be occasions of CLEC operations altering changes that should still be level 1 because of the time critical factor. She asked what if something was erroneously published in the PCAT that would cause LSRs to fall out and asked the team if they would want to be told immediately. She explained that if Qwest raised these to another level the CLECs would have to wait 3 weeks and, in the interim, all LSRs would fall out. Balvin-WorldCom stated that she understood the issue of incorrect document, but emphasized that if changes to incorrect documentation impacts CLECs they still need advance notification. Schultz-Qwest asked for suggestions. She stated that her example focused on changes that were corrections to changes that had already gone out. Balvin-WorldCom stated that her issue was changes that are time crucial. Schultz-Qwest clarified that in the example she had provided the notification would be wrong and that CLECs would begin processing based on bad information. She explained that in that example Qwest would want to correct the problem immediately. Menezes-AT&T asked if CLEC impacting would be Level 3 or 4. He stated that Schultz's example surrounded a correction to a new notification. He suggested that the team create a footnote to address this issue. He explained that the change would not have gone through initially if it weren't already a level 3 or 4. Van Meter-AT&T clarified for the group that in this example Qwest just found out that an agreed to process was documented incorrectly and that Qwest was trying to fix it immediately. Schultz-Qwest provided another example. She stated that if Qwest made a Level 2 phone number change that was published incorrectly Qwest would do a Level 1 change to correct it. Menezes-AT&T asked what "CLEC facing websites" meant. Schultz-Qwest stated that she would have Qwest Network team join to discuss ICONN and Network Disclosures. Menezes-AT&T stated that these websites were not part of CMP, and if CLECs wanted to make changes they would not use CMP. Menezes then stated that a footnote might be helpful, rather than having examples. Schultz-Qwest stated that she would bring someone in to clarify. Menezes-AT&T stated that the list provided would change as needed, but using the lists as examples allows Qwest a broader scope. Schultz-Qwest stated that Qwest would like to have much broader scope. She stated that at the Jan 22-24 meeting Doberneck-Covad stated that if Qwest put something as a Level 3, the CLECs could recommend moving it to a Level 4. Qwest would like to be able to use its best judgment and the CLECs could request to move it to another level if they wanted to. Schultz-Qwest continued that Qwest could also update the example list so that those items don't show up as Level 3 again. Menezes-AT&T asked if the team could define a process to cover what would happen if a CLEC saw a mistake that affected CLEC operating procedures. Schultz-Qwest stated that a Level 1 would apply. Menezes-AT&T stated that Qwest needed a criteria to use to make the decisions. He thought it was a little too open as stated. Wicks-Allegiance stated that the list was going to grow, but that all the changes should be non-altering because the CLECs want to know everything that is altering. Menezes-AT&T stated that he didn't want to make a huge list, but that he was concerned that something that is categorized as non-altering could, in fact, alter CLEC operating procedures. Schultz-Qwest stated that all altering changes would be Level 3 or 4. Wicks-Allegiance stated that if it really does alter, then it was going to cause huge problems, if the change was not managed correctly. He then asked for a grace period, and suggested that Qwest ask the CLECs if a proposed change would impact their

operating procedures. He explained that changes could impact each CLEC differently, and even if only one CLEC was impacted, that CLECs needed time to react before the change was implemented. Wicks then stated that such a system would require work from both parties and that they would need a notification when the change was going to be effective. Menezes-AT&T stated that Qwest was struggling with the notion that some things have to be changed fast. Schultz-Qwest stated that a Level 1 is a very low risk change; like a phone number change. Menezes-AT&T asked if a Level 1 change could have a 2-4 day grace period. He also asked that the notification solicit CLEC comments if they felt their operating procedures were going to be impacted. He explained that if Qwest received no comments the change could be implemented. Balvin-WorldCom asked if this applied to systems issues. Schultz-Qwest stated that this was only for Product/Process changes. Schultz-Qwest stated that Qwest was not opposed to a window before implementation. She then asked what length of grace period/window the CLECs would be comfortable with. Wicks-Allegiance suggested 24 hours. Balvin-WorldCom stated that nothing in Level 1 should be CLEC altering. Menezes-AT&T stated that the group was talking about somebody's judgement. Wicks-Allegiance stated that Qwest should ask the CLEC community to see if they thought a Level 1 change was altering. Lee asked what would happen if the change only affected one CLEC. Menezes-AT&T stated that the CLECs needed a commitment from Qwest to work through any issues before they impacted the CLECs. Lee stated that the group should put some language around that issue. Menezes-AT&T suggested language that, in the event that a CLEC believes that it's altering its operating procedures, the CLEC would immediately notify the CMP manager and that Qwest would promptly respond to the CLEC and resolve the issue. Schultz-Qwest suggested that the contact be done via email notification and thought that a pager could be connected (like with escalations). Wicks-Allegiance stated that email would work well. Menezes-AT&T stated that the CLECs were asking about reaction time. Schultz-Qwest stated that she was thinking of a process similar to the one used for escalations. Menezes-AT&T asked if the CLECs should also call their account managers. Schultz-Qwest stated that the issue needed to come through CMP. Wicks-Allegiance stated that he wanted to get rid of the word "examples" in Level 1. Schultz-Qwest stated that she wanted everyone to understand that Qwest would use its discretion on all levels. Wicks-Allegiance stated that he understood that, and that the CLECs wanted Qwest to add all the items to the list as they came up with them. Menezes-AT&T stated that if a CLEC believed that its operating procedures were affected, the CLEC needed to contact the CMP manager immediately. The Team then discussed language and changed the document. Menezes-AT&T asked if the change was time sensitive, and a CLEC still has a problem, wouldn't Qwest want to hear about it. Schultz-Qwest stated that Menezes was correct. Lee asked what would happen if the CLEC figures out that it does alter, but they can fix it in the 24 hours and don't need to raise an issue. Menezes-AT&T stated that if the change alters CLEC operating procedures then it requires Qwest assistance to resolve the issue.

Lee then asked the team if they were ready to move on to Level 2 changes. Schultz-Qwest stated that a few examples were added when Qwest spoke to Blackmun-Qwest about the website piece. Wicks-Allegiance asked if the word "example" could be removed. The word "example" was stricken from the language. Schultz-Qwest then asked if the list was clear. Wicks-Allegiance confirmed that Qwest was proposing that a fax number was changing, not the items that have to be faxed. Schultz-Qwest stated that Blackmun-Qwest also stated that it's common to change URLs and that the web team always redirects URLs. She asked the team if URL changes of that sort could be Level 1 changes. Menezes-AT&T asked if Qwest was saying that a URL with redirect could be a Level 1. Van Meter-AT&T stated that the CLECs get a lot of notifications and asked how they would be labeled. Schultz-Qwest stated that they would follow the standard that was agreed upon. Van Meter-AT&T asked how would they be distributed. Schultz-Qwest stated that they would be distributed via the mailout tool. Van Meter-AT&T asked if there were any exceptions to the process. Schultz-Qwest stated that Blackmun's team was making an effort to have everything go through the mailout tool, but there could be a mistake. She explained that the plan was for everything to go through Blackmun's team. Van Meter-AT&T stated that the CLECs are receiving notices from Terry Corbel. Schultz-Qwest stated that Terry Corbel works on Blackmun's team and that he sends out notifications. Wicks-Allegiance stated that the notices

from Terry do not look like the ones from the mailout tool. Schultz-Qwest clarified that all mailouts say "Mailout." Van Meter-AT&T stated that the notices from Terry were actual e-mails not mailouts. Wicks-Allegiance stated that some of them are notifications of CRs. Menezes-AT&T added that he received a web notification form for a PCAT change. Van Meter-AT&T asked if the CLECs would get everything from the mailout tool. Schultz-Qwest stated that Qwest was trying to get all notices distributed through the mailout tool, but there would be instances where information would come from other sources, for example if a CLEC corresponds with its service manager through e-mail it may get e-mails from the service managers. Balvin-WorldCom asked about EDI notices. Routh-Qwest stated that those companies using EDI receive the notices. Schultz-Qwest stated that if something was in the scope of CMP then those notices would come through CMP. Van Meter-AT&T stated that she understood that there are individual scenarios, but that notifications coming from Qwest should come out through the mailout tool. She stated that there should not be other organizations sending notices out. Schultz-Qwest stated that was the goal and she would check with Terry Corbel. Menezes-AT&T stated that as long as Schultz was checking on notifications, he had received several mailouts through the mail as hard copies and that they were addressed to Cable Plus, but with his name and address. Balvin-WorldCom stated that WorldCom received items via "snail mail" and that it was in their contract. Schultz-Qwest stated that she would check into it.

Lee brought the team back to Level 2. Wicks-Allegiance asked if the re-notification in Level 2 would be done earlier if it were caught. Schultz-Qwest explained that if Qwest discovered a mistake in less than 6 months then they would re-notice as a Level 1, but if Qwest did not notice the mistake until after 6 months Qwest would provide more time (Level 2) because the CLECs may need to retrain their people. Menezes-AT&T asked if there would be a comment button or a link. Kessler-Qwest stated that if it were a PCAT or document change then it would be in the holding tank (document review) with a comment link. Menezes-AT&T asked if the notification would come by e-mail with a link. Kessler-Qwest stated that Qwest would notify the CLECs that a change was coming and the associated URL. Menezes-AT&T asked if the CLECs would click on the link and go into the holding tank where they could view the document and that there would be a link for comments. Kessler-Qwest stated that Qwest put this process into place in October. Van Meter-AT&T stated that she sent in some questions about a new Collocation product. She stated that she received a notification and then clicked on the comment URL and sent it out. She then explained that the form asked for all her information and then she received an email back with a copy of her questions. Kessler-Qwest confirmed that Qwest had received the comments at 6:30pm the night before and as Qwest implements the different levels the team will have to agree on the comment cycles. Van Meter-AT&T asked if she would know when she was in the holding tank. Kessler-Qwest stated that there would be a link to the documents and comments. Menezes-AT&T stated that you could find a notice on the notification website. He said he hadn't see the holding tank in the document. Kessler-Qwest stated that only one document had used the holding tank to date and that you can download the document out of the holding tank. Schultz-Qwest confirmed that the holding tank had not been used a lot. Kessler-Qwest stated that Qwest had built a mock-up and that it will be sent out to the CLECs. Menezes-AT&T stated that he was just looking to see what something looked like in the holding tank. Lee wrapped up the conversation and stated that Kessler would take an action item to present the Holding Tank. (Action Item 238)

Lee directed the team to Section 3.1.1.2 - Process deliverables of the document. Wicks-Allegiance asked if "7 calendar" days meant that if a CLEC sends comments on day 1 that Qwest would not respond for 2 weeks. Schultz-Qwest stated that was correct. She explained that if a CLEC sent a comment it will be held until all comments are received, and then Qwest would respond to everyone. Wicks-Allegiance asked if the CLECs would get a notice with the comments and stated that he would like to know if there were no comments. Schultz-Qwest stated that Qwest was not trying to do a lot of extra notices because of the large amount that the CLECs already received. Wicks-Allegiance asked if there were no comments after the 14<sup>th</sup> day then would the change be implemented on the 21<sup>st</sup>. Van Meter-AT&T asked if one CLEC has comments, that those would be noticed to everyone. Schultz-Qwest stated that that was correct.

Lee moved the group on to Level 3. Wicks-Allegiance asked if there were no comments during the comment period that the change would be implemented on the 31<sup>st</sup> day, and if there were comments then implementation would occur on day 45. Schultz-Qwest stated that was true. Menezes-AT&T asked about the list of examples under Level 3, specifically 4<sup>th</sup> bullet-feature verification large CSR. Schultz-Qwest stated that it's difficult to come up with examples that are only product/process changes and that this is a "for example" change Qwest received from the internal process team. Wicks-Allegiance stated that CSR is a manual process so that would be added to the list and that working TNs for retail Centrex could also be added to the list. Bahner-AT&T added modify manual jeopardy form. Menezes-AT&T asked what the connection was between the account manager and service manager. Schultz-Qwest stated that they were different, and it could be listed as service/account manager. Menezes-AT&T stated that it was good to know that CLECs have a work around for some items with their service/account managers. He then asked what their (service/account managers) connection was with CMP.

Lee asked if there were any other additions to Level 3. Menezes-AT&T stated that he hadn't read all of the items, but that one of them is "fields". Schultz-Qwest stated that these are manual fields for Product/Process for example, remarks entries. Menezes-AT&T asked if these were all intended to be manual. Schultz-Qwest confirmed because they are all Product/Process changes. Schultz-Qwest suggested that the word "manual" be added. Wicks-Allegiance stated that if Qwest suddenly stopped using a field then the CLECs would need to know that. Thompson-Qwest gave the example of checking a box or not. Menezes-AT&T asked if he was still talking about a manual form. Thompson-Qwest stated that it could be manual or system, but it would not change if it was rejected or accepted (i.e., remarks section). Menezes-AT&T stated that the example said, "changes to field that are required." Wicks-Allegiance stated that would mean a change to the CLEC's process. Lee asked if Qwest could clarify. Schultz-Qwest stated that they could meet with the process teams to develop a clear way to state this change.

Menezes-AT&T suggested that a statement be added to the introduction section stating that "this process does not affect systems." Schultz-Qwest stated that might be too high level. She stated that Qwest could add a new product or change a product that could have a system change, but that the team would cover those changes in the "cross over" discussion. Balvin-WorldCom stated that those changes would go through the formal process. Schultz-Qwest stated that it would not be a new CR, but that it would roll over to systems. Menezes-AT&T stated that it related to a cross over and added the following language, "The changes that go through these processes are not changes to systems." He then added that additional language could be added after the cross over discussion. Schultz-Qwest suggested that the language stated that changes subject to these processes might also be subject to the cross over process. Menezes-AT&T stated that Qwest is saying that the fields are not systems. He stated that fields may include systems, but we need to show how. Woodcock-Qwest stated that there could be a system change if it related to products. Any systems changes would be handled in the cross over or standard CMP process. Schultz-Qwest stated that she didn't want to say that there would not be systems changes. Menezes-AT&T stated that Qwest should state what they are comfortable with and then the team can discuss.

Clauson-Eschelon asked if the change could be on a system. Thompson-Qwest stated that any process that changes a system would cross over. Crain-Qwest asked if it was true that the Product/Process would continue, but that the system would go through the system process. Wicks-Allegiance stated that Product/Process would wait for the System change. Menezes-AT&T stated that the system fix would not result from a system CR, but would be a Product/Process CR. Crain-Qwest stated that the Product/Process CR would come before the Systems change. Menezes-AT&T stated that at the last meeting the CLECs were told that if there was a Product/Process change that changed a system, it would not be another CR. Bahner-AT&T asked if it would be possible to do a manual process before the system process was available (like IMA 11.0.). Schultz-Qwest stated that Level 3 or Level 4, depending on the change, might be manual until the system change was available. There was further discussion of crossover

changes. Woodcock-Qwest stated that either way the change is coming through the CMP process. Menezes-AT&T stated that when Qwest has a manual and systems change the manual can be done sooner. Schultz-Qwest advised that that is not necessarily the case give methods development/training/resource issues etc. Menezes-AT&T asked if it made sense to do two CRs that you have to link or do you have a hybrid. Schultz-Qwest suggested that the discussion continue when cross-overs were discussed. (Action #163)

Lunch break until 12:45pm.

Clauson-Eschelon returned to the section on Level 3 and stated that the examples had been removed and that the word "include" was added. She stated that she was looking for an exclusive list. She then stated that if the change were not on the list, then it would be a CR. She said she understood that the list could be modified, but wondered how or by whom. Clauson also called attention to the last item: "Change to improve process gaps" and stated that often times Qwest thinks it's an improvement and it isn't. A CR would bring about some level of agreement before going forward. She continued that the CLECs were very skeptical about Qwest's interpretation of the need for a notice versus a CR. Clauson-Eschelon stated that if Qwest is changing a Eschelon process (like circuit ids) then it would be a big change. Zulevic-Covad stated that would be very critical information. Schultz-Qwest explained that Level 3 or Level 4 changes would involve discussion and a 45-day cycle. Schultz stated that after Clauson left the last Redesign Meeting the team discussed Level 3 and Level 4. Level 4 a significant change CLEC operating procedures, and with a level 3 you will have the opportunity for stay or delay and upgrade to level 4. Clauson-Eschelon asked how the upgrade would work. She then stated that she was still more comfortable with an exclusive list where changes are defined to a 1,2, 3 and then everything else is just a CR. Schultz-Qwest stated that the concern was that it's very difficult to develop a finite list for each level. Qwest would use its best judgment, and if any CLEC thought a change should be a Level 4 it could request an upgrade. Qwest does not think this will be an issue with Level 1 and Level 2 changes. Van Meter-AT&T asked where the Additional Testing CR would fall. Lee stated that CR focused on a rate change, and that rate changes were not included in CMP. Schultz-Qwest stated that the team took rates off the list, but that Additional Testing would be a Level 4. Clauson-Eschelon then asked what would occur if she disagreed with the Level at which Qwest had submitted a change. She continued that she didn't know what moderate was. Schultz-Qwest asked for suggestions on defining moderate. Clauson-Eschelon stated that she thought that everything should be submitted as a CR, and then add to the list of examples to make it a finite list. The team could place changes on the list as they arose. Van Meter-AT&T suggested that the agenda start after lunch on the first day. She continued that it was a waste of team member's time to rehash the morning discussion when other members arrived late. Schultz-Qwest suggested that Qwest use its judgment and then the CLECs could request an upgrade. Clauson-Eschelon stated that there is a big difference in just doing a notice or doing a collaborative. She said that she had to do CRs for any change, and that she didn't get to notice. She stated that she didn't trust that Qwest would put things in as CRs. Wicks-Allegiance stated that if a CLEC objects to a Level 3 then Qwest would take it to a Level 4. If something is moderate for one CLEC it can be a large change for another. Qwest can use its best judgment, and the CLEC can use the comment cycle to request a Level 4. Wicks asked for clarification on this process. Crain-Qwest stated that Qwest was trying to make this process workable. He stated that if every change were a Level 4, it would bog down the process. Balvin-WorldCom stated that if the change did not fall into either category it should be a CR and the CLECs could state what level it would fall into. Wicks-Allegiance stated that he thought this was the best way. Schultz-Qwest stated that she thought it would be a negative impact on the process and add time up front. She explained that if all changes were Level 4, then all of the changes would need collaborative meetings, and that the CLECs have already stated that Qwest is holding too many meetings. Wicks-Allegiance stated that the process doesn't say that if CLECs request a change to a CR that Qwest has to make it a Level 4. Van Meter-AT&T suggested that Level 1 and Level 2 be combined and Level 3 and Level 4 be combined. It could be implemented as interim to try the process out. She continued that the CLECs didn't know if they could trust Qwest. Van Meter-AT&T stated that the CLECs had to send Qwest CRs. Crain-Qwest stated that

the CLECs were asking Qwest to change everything that Qwest currently does. Qwest was trying to get a process that worked for everyone. He stated that Qwest already received frivolous CRs. Wicks-Allegiance suggested that the process could be implemented as an ongoing document that would be adjusted. Schultz-Qwest stated that she didn't have any objections to tightening up the language on Level 3. Wicks-Allegiance stated that he wasn't going to ask for an upgrade unless it was something that was really important and that there may not be time for a stay or delay. He continued that many CLECs may be affected and maybe if 2 or more CLECs were affected the Qwest could upgrade the change to the next level.

Qwest asked to caucus.

Crain-Qwest stated that Qwest is proposing Level 4 changes for issues that are really important. He emphasized that Qwest cannot get bogged down on a huge number of changes, and that Qwest is trying to implement a workable process for changes that are Level 4, and another for less critical changes under Level 3. Crain-Qwest stated that this is the proposal that Qwest came in with, and that the CLECs are saying that they need a more time-consuming and involved process. He explained that there is no voting on Product/Process changes. Balvin-WorldCom stated that she didn't think it was Qwest's intent, but that the CR process is very cumbersome. She continued that she thought that the CR process was a lot less time consuming with the comment cycle than dispute resolution if there is an issue. She added that Qwest would get more input if the change were done through the formal process. Crain-Qwest stated that if Qwest took every notification to the CLECs, then the meetings would take weeks. Balvin-WorldCom stated that was not what the CLECs were saying. She said that they were asking that the items that are CLEC impacting go through the process. Filip-Qwest stated that Qwest tried to put into Level 4 those items that are CLEC impacting. She asked if the CLECs had a recommendation of that scope to help move things forward. She stated that Qwest wanted to know how to address those things. Clauson-Eschelon stated that she wanted a list of changes that are exclusive and not exhaustive. Filip-Qwest stated that Qwest was looking for some running rules to make business decisions about whether or not changes are CLEC impacting. She stated that Qwest has done over 600 changes, and it's not a good use of resources to bring them all through CMP as CRs if there is not a real need to. Balvin-WorldCom suggested that the team define Level 1 and Level 2 as notifications and Level 3 and Level 4 as CLEC impacting. She stated that it is more effective to go through CMP than to belabor the comment cycle. Wicks-Allegiance stated that Qwest might think something is a Level 3, but the CLECs think it's a Level 2 or Level 1. He explained that if Qwest used the CR process to that same purpose, then the CR process could start with comments and move the level from Level 3 to Level 2. Wicks-Allegiance stated that Qwest would submit a CR and follow the same process as a CLEC CR. The CR would be presented at the CMP meeting and the CLEC community would work on the CR with Qwest. The CLECs could then say, "No, that's not a Level 4, this is a Level 2". Crain-Qwest asked if Wicks was saying that Qwest's Level 4 process is too long. Clauson-Eschelon stated that a CR is a request for a change, not an announcement of a change. Crain-Qwest stated that Qwest was trying to address those issues in Category 4. He stated that if a CLEC has an impact then that would go to the dispute process discussed in the morning. Clauson-Eschelon stated that provisioners at Eschelon did not send comments and that the process wasn't reaching the practical pieces. She continued that not all companies have the resources for arbitration. Crain-Qwest repeated that Qwest tried to address this issue in Category 4 and that Qwest would work to resolve these issues. Clauson-Eschelon stated that she was trying to identify items that would not be in Level 3. She suggested that there were things that could start as CRs, and that the items listed in Level 3 have at least a moderate affect on the company. Filip-Qwest stated that she saw the following issues: 1) The definition of Level 3 does not include CRs and that she wanted it to remain that way. She suggested that there was a mechanism that could bring it to a Level 4 or discussion. (For example, through an emergency meeting.) 2) Category 4 is too rigid. Qwest needs a menu of options that we could decide to use in Level 4 given the specific implications. She said the team should use the current document and clarify Level 3 and build some steps into Level 4.

Clauson-Eschelon stated that as long as Level 3 affects CLECs it should be a CR. Clauson-Eschelon stated that the team should add that Qwest CRs couldn't go into effect before a certain date, just like CLEC CRs. She added that CLECs don't want things implemented before issues are resolved. Balvin-WorldCom stated that they were talking about the CR initiation process. Clauson-Eschelon stated that a company Eschelon's size could not do a dispute resolution process. There was further discussion surrounding the effects on meeting duration and Qwest resource allocation if all changes were introduced as CRs. Crain-Qwest stated that he didn't want the team to underestimate Qwest's concern in the amount of work that the new process would entail. He then stated that the amount of work and resources that Qwest would tie up would not allow resources to be available for other things. The CLECs variously suggested that Qwest submit all changes as CRs and that the CLECs could decide, at the CMP Meetings, if they should remain CRs. Menezes-AT&T stated that he was trying to understand why it would be more work for Qwest to create CRs. Filip-Qwest stated that there had been an increase in CRs in the last 18 months, and that there are 280 Qwest personnel that focus on this activity. She stated that the same level of resources will not be here to manage the process in the future and that the team needs to decide how we collectively focus on the things that are most important to the collective bottom line. She stated that Qwest wanted to use its resources on the right things. There was further discussion of how CLEC input could be incorporated into Qwest changes.

Menezes-AT&T asked if Qwest would consider a Level 3 CR process and a Level 4 CR process. He explained that Qwest could streamline the Level 3 process with discussion and a comment cycle and those changes may end up with Dispute Resolution. He continued that a Level 4 process is longer and needs to be developed. Wicks-Allegiance asked if Qwest could tighten up the flexibility on Level 3, and that he can bring it to a Level 4. Schultz-Qwest stated that was Qwest's proposal. She explained that if one CLEC thinks a change is a Level 4, then Qwest would host a meeting and anyone who wanted to add on to bring it to a Level 4 could attend. Then Qwest would determine if it would become a Level 4 change. Wicks-Allegiance stated that it might take a longer time to implement using this process. Menezes-AT&T stated that it would still be in Qwest's hands to decide. Wicks-Allegiance stated that if he could not make the change in 45 days, and if Qwest decided not to make the change a Level 4, then the CLEC could go to dispute resolution. Menezes-AT&T stated that the team needed to reach a consensus on whether it is Qwest's decision for the item to be a Level 4. The CLECs asked for a caucus.

CLECs returned with a white paper. Balvin-WorldCom did the read out and stated that the CLECs were still with 4 Levels. Levels 1 and 2 remained with the existing list with opportunity to add. Level 3 would mean that Qwest would bring the proposal to CMP prior to notice. At the meeting the CLECs would determine what level they thought the change should be. She explained that the CLECs could mandate that the change be a CR. Wicks-Allegiance stated that Qwest would bring a list of changes to CMP that it proposed for Level 3 changes. Clauson-Eschelon stated that the notice would not be sent out, but that Qwest could bring the package to the meeting and CLECs could add suggestions. Clauson-Eschelon stated that changes that were accepted as Level 3 could be sent out as notices the next day. Wicks-Allegiance stated that it would be a preview and that it would speed up the time if Qwest were ready to send it out. Clauson-Eschelon stated that there were incentives because Qwest would know right away if the CLECs wanted the change to be a CR instead of knowing later in the comment cycle. She continued that the idea was that the Level 1 and Level 2 change lists would become larger, and the Level 3 list smaller. Filip-Qwest asked if there would be a comment cycle for Level 3. Clauson-Eschelon stated that she was fine with the change being done by notice after the process of reviewing the different options. She said that it could be done during the CMP meeting, and then again in the comment cycle. Crain-Qwest stated that this proposal addressed some of Qwest's concerns, but that Qwest was not sure about the Level 3 timeframes. He continued that the team still had an issue with the automatic objection and escalation to Level 4. Clauson-Eschelon asked why she had to prove a business crisis before moving the change to a CR. Crain-Qwest asked how a change moves from a Level 3 to a Level 4. Schultz-Qwest asked if the CLEC team had looked at Level 4, and if they had discussed how to take the results of the collaborative to the other CLECs. Wicks-Allegiance stated they had not. Balvin-WorldCom asked



what the policy was today. Schultz-Qwest stated that it has only happened a few times and that a CLEC has the option to be part of the collaborative. Schultz asked what would happen if the CLECs involved came to a decision which other CLECs did not agree with. Van Meter-AT&T stated that the process would be similar to the CR process where CLECs can join. Zulevic-Covad stated that not everything in a Level 4 is going to be a collaborative. Clauson-Eschelon stated that Level 3 was too broad, but in this proposal the CLECs have the option to move a change to Level 4. Wicks-Allegiance stated that if the CLECs got a preview in the CMP meeting before the notices were sent out then that might speed up the process. Clauson-Eschelon stated that some items might move from Level 3 to Level 2 or Level 1. Schultz-Qwest asked if the CLECs had a preview, like in Level 3, would they decrease the cycle time. Clauson-Eschelon stated that the cycle time should not be shortened. Schultz-Qwest asked if what the CLECs wanted was to see the notice ahead of time and then still have the 30-45 day comment cycle. Clauson-Eschelon stated that the preview was to review the level not the subject matter. Wicks-Allegiance asked if Qwest could give the CLECs a preview prior to the time that the notice was sent out. Crain-Qwest asked if the CLECs wanted the notice on the website and also in the distribution package. Clauson-Eschelon stated that there would be a package of proposed notices and that if Qwest wanted them in the package then they could do that. Crain-Qwest stated that this was adding time to the process up to 75+days. Clauson-Eschelon repeated that if the team determined that it was not a CR then the notice could go out the next day. She explained that Qwest could do a preview that would be less specific, because Qwest didn't know how the CLECs wanted it implemented. Balvin-WorldCom stated that there was proposed language in CLEC comments and when Qwest has not received CLEC comments then the notice can go out sooner than 45 days. Menezes-AT&T stated that the CLECs wanted enough information to have a discussion at the CMP meeting. Wicks-Allegiance stated that this would help develop a finite list without having Qwest develop a list that the CLECs could not have input on. Menezes-AT&T stated that Qwest does work up front before preparing the notice. If Qwest is in the process of developing the notice they will still have enough information to discuss at the CMP meeting. Crain-Qwest stated that was true for some changes, but not those changes that fall into Level 1 and Level 2. It would take a lot of time to develop a finite list. Qwest asked to take the proposal off line and review. Schultz-Qwest stated that Qwest would work on a proposal. (Action item 239)

## **SATE issue**

Thompson-Qwest stated that the issue surrounding prioritizing SATE is a potential "above the line" SATE CR. He explained that the SATE User Forum thought the issue should come to CMP to make the decision. For SATE to be effective it should track IMA changes. He continued that the capabilities that will be available in the release would be available in the new release of SATE. For example, SATE should have the same capabilities as the 9.01 release to be loaded into production, should CLECs desire to test. If the CLECs want this capability then Qwest would issue a CR saying that SATE should incorporate all the capabilities of the 9.01 release. The flip side is that CLECs may want something in SATE that is independent of the IMA 9.01 release. He asked if the importance of tracking IMA was paramount to desired CLEC CRs. He suggested that if it was not important to track IMA then instead of doing one SATE CR that is "above the line", Qwest could do separate prioritized IMA CRs. The issue is whether SATE should track IMA releases or be independent. Wicks-Allegiance asked if the same resources would be used. Thompson-Qwest stated that there are different resources for SATE than IMA. Jacobs-Qwest stated that Qwest takes the code from IMA and places it into SATE. If a CLEC wanted the code to be different in the SATE environment then additional resources may be required. Balvin-WorldCom stated that it should be contained in that release of SATE. Menezes-AT&T stated that is not how it is done today. Thompson-Qwest stated that was true and there are items in IMA that are not in SATE. There are a few products which none of the CLECs use, that have not been put in SATE. Jacobs-Qwest stated that SATE produces transaction data. If the CLECs decided that they wanted all specifications from IMA in SATE, depending on how those decisions are made, Qwest may need to code different requirements in SATE. Qwest would have to create IMA code and then different code in SATE. Menezes-AT&T asked why there was different code. Jacobs-Qwest stated that if the CLECs wanted different requirements in SATE that were not copies of



IMA there would be additional coding work. Thompson-Qwest stated that if Qwest didn't track IMA in SATE then it would take resources to turn off those items. Balvin-WorldCom asked for clarity on the issue of SATE mirroring the production environment. Thompson-Qwest stated that SATE is the same as the production environment, but that there is work required to create the test data SATE if the team wanted to use a feature of IMA in SATE. Jacobs-Qwest stated that there could be 5 items that the team wanted in IMA, but only 4 items they wanted to test in SATE. Menezes-AT&T asked if Qwest could use the code then why would we want to do the work to pull it out for SATE. Thompson-Qwest stated that he agreed with Menezes. He then stated that there should be a candidate on the ballot that says, "SATE should mirror IMA". Then there will also be other items that have been requested for SATE. Additional work needed to be done to SATE to enable the other items to work. Balvin-WorldCom stated that option 1 would be to incorporate all of IMA in SATE. Thompson-Qwest stated that going forward SATE would track IMA release if that option was the approved option. Jacobs-Qwest stated that CLECs could also add new CRs, like requesting additional products for testing. Menezes-AT&T asked that if SATE was going to track IMA going forward, how much work would be required to put all of IMA into SATE every release. Thompson-Qwest stated that there would always be a level of effort involved. Option 2 would be to do a CR for every item in IMA for prioritization in SATE. Menezes-AT&T stated that there would have to be additional resources for other items outside of IMA. Thompson-Qwest stated that he thought people wanted other enhancements that may be more important to them (e.g., add line sharing). Menezes-AT&T stated that it would depend on available capacity and the number of CRs. Zulevic-Covad asked how far SATE is currently from IMA and what resources would it take to make SATE mirror IMA. Thompson-Qwest stated that Qwest had already received a request to add Loop Splitting and Line Splitting in SATE. He said that the team needed to look at the different data needed and that there was already a process for requesting additional test data. A CLEC may have a scenario that they want added and that Qwest would be able to respond to additional data requests in two weeks. He stated that 8.0 IMA feature capability was tracked in SATE. Clauson-Eschelon asked if the issue had been discussed at the CMP Monthly Systems meeting. She then stated that she thought all the issues went to the SATE User Forum. Thompson-Qwest repeated that the SATE User Forum brought the issue back to Redesign. Clauson-Eschelon stated that no one in the room was part of the SATE User Forum. Yeung-KPMG stated that there might be an 3rd Party Test observations with SATE. Clauson-Eschelon asked what the issue was. Thompson-Qwest stated that in the last CMP Monthly Meeting there was a CR to enhance SATE with products, directory listings, etc. The question came up about prioritizing SATE and how that was going to occur. The team will prioritize SATE and Qwest needs to prepare the ballot. Clauson-Eschelon stated that her understanding was that the SATE User Forum would discuss it and then bring the information back to Redesign. Thompson-Qwest stated that Qwest needed direction on the issue to prepare the ballot. He asked if Qwest could proceed and put the items on the ballot. Jacobs-Qwest stated that the one exception was if a CLEC wanted something in IMA, but not in SATE. This would affect the resources for IMA because the team would have to make two copies of IMA, one for SATE and one for the IMA release. Thompson-Qwest stated that some items were easier to leave in than take out – and you would automatically get them in SATE. Clauson-Eschelon stated that the statement "above the line" confused her. Crain-Qwest stated that what Thompson was referring to were items in SATE not prioritized for IMA. Menezes-AT&T asked that if SATE tracks IMA in the future, whether there will be enough resources in the future as well. Balvin-WorldCom stated that Qwest had already mapped the last two releases without prioritization and that she thought the team should go ahead with tracking IMA 10.0. She stated that the process didn't change and a CLEC could still do a CR for SATE. Thompson-Qwest stated that Qwest couldn't guarantee that there would never be an issue. Wicks-Allegiance stated that some of those CRS that are going into the IMA release might not make it into SATE. Thompson-Qwest stated that this was correct. He then asked if the SATE User Forum participants should call into the Redesign meeting. Clauson-Eschelon agreed. Note: Subsequent to this meeting, the SATE CR prioritization issue will be addressed by the SATE User Forum representatives.

Lee recapped the conversation. Option 1- SATE would track with IMA release automatically and any other SATE CRs would be prioritized. Option 2- All SATE changes and enhancements would

be introduced as a SATE CR. Clauson-Eschelon asked if there was no "above" or "below" the line. Thompson-Qwest repeated that CRs would be prioritized and that some items would not use resources from the IMA resource pool. (Action item 240) Balvin-WorldCom stated that if the team did not map SATE to IMA that CRs would be initiated and the CLECs would prioritize them. Thompson-Qwest proposed that Qwest review the list of candidates from IMA that are available for prioritization in SATE and determine if the candidates needed additional work for SATE. If the candidate needed additional work Qwest could issue a CR. CRs would not be issued for items that did not need SATE resources to develop. Balvin-Qwest asked if there were items in IMA 8.0 that were not in SATE. Thompson-Qwest stated that the new candidates for IMA 9.0 have been tracked in SATE and that the previous release Qwest has tried to track.

Lee stated that the team was running out of time for the day and there were a few quick action items to review (Attachment 4). Lee said that the team would discuss Interface Testing and Production Support on Wednesday and Prioritization on Thursday.

#40 Issue Action item: Request to treat outage on 800# as a system outage and notify CLECs in the same manner as system outages. Thompson-Qwest stated that written response was given to Bahner that Qwest would treat the 800# outage as a system outage. Jacobs-Qwest stated that Qwest agreed it would do this, but a CR from ATT needs to be opened. Bahner-AT&T stated that she was told that it would not be part of the of the help desk process. She said she didn't see Qwest putting a severity 1, 2, or 3 to an 800# outage. Bahner-AT&T stated that the last time there was an 800# outage AT&T flooded the help desk with calls. She asked if a notice could be sent out. Thompson-Qwest stated that he thought an email would be sent out about the 800# and that the 800# had back up routing. If for some reason the back up did not work Qwest would treat it as an outage and a notification would be sent out until it was back up. Bahner-AT&T stated that she did not see that detail in the email she received. She stated that the workaround would be Qwest providing a number to call. Jeff Thompson took an action to this item. He will present the process at the Feb 21 CMP Systems meeting. Issue to be closed at the next Redesign meeting.

#42 Issue Action item: Jim Maher reviewed the CLEC questionnaire and there is no pager option. Issue is closed. (Attachment 16)

#69 Issue Action item: Provide dates for February status report. Crain-Qwest stated that two things would happen: 1) Qwest would circulate a draft next week to be filed on the 15<sup>th</sup>; and 2) Qwest, going forward, would file on the 15<sup>th</sup> or next business day of every month. However, Qwest would be filing on Friday, like in the past, on the FCC reports in Arizona and Colorado.

#108 Issue Action item: Lee asked if the CLECs still wanted retroactive redlining of Tech Pubs and could Qwest complete this. Schultz-Qwest stated that the team had discussed this issue several times and at the last meeting, the CLECs were going to come back to Qwest with what they wanted. Clauson-Eschelon stated that the CLECs always wanted retroactive redlining. Menezes-AT&T stated that the team agreed this would be done. He requested that Qwest bring in a proposal. Clauson-Eschelon stated that Qwest said they would do this. She said the CLECs made it very clear that they wanted this.

#171 Issue Action item: Closed. Was accomplished in a previous meeting.

#207 Issue Action item: VRU. Lee stated that she believed this item was closed at the CMP Monthly Meeting. Bahner-AT&T stated that this was part of the Gap Analysis. Jacobs-Qwest stated that she sent Bahner an email asking for additional information and did not receive a response. She stated that her email asked what language was required. Bahner-AT&T stated again that she put it in the Gap Analysis. Lee asked if it was a CR. Bahner-AT&T stated that it was already a CR. Thompson-Qwest stated that it was not a CR and the question was if AT&T has the information they needed. Menezes-AT&T stated that it was #52 in their Gap Analysis and that in order to provide suggestions they needed to understand the situation. Lee suggested that

the item move to the CMP Monthly Meeting. Jacobs-Qwest stated that AT&T should submit a CR for the change. Menezes-AT&T stated that he was frustrated that they have to do a CR to get clarification. Thompson-Qwest stated that it should be an Action Item for the meeting, not a CR. Menezes-AT&T asked if Qwest would be able to speak to the subject in the CMP Monthly Meeting. Thompson-Qwest stated that he would. Item closed.

#228 Issue Action item: Kessler-Qwest stated that this was on the CMP Redesign website. (Attachment 17) Item closed.

#236- Website listed on action item list. <http://www.qwest.com/wholesale/notices/>) Menezes-AT&T stated that this issue was raised at the last meeting. The log states that it was working on 12/25/02 and it wasn't working. Lee stated that 12/25/02 was a typo and that it would be corrected to say 1/25/02. Item closed.

Schultz-Qwest returned to the ICONN issue from earlier in the meeting. She stated that John Hyatt from Network could come in and discuss. She also stated that notifications were distributed from both Terry and the Mailout Tool to ensure that everyone received the notices during the transition to the Mailout tool. She then explained that CLECs can review their profile and subscriptions to notifications through the new website. Schultz-Qwest stated that before there were separate notification systems and now Qwest is centralizing all mailouts. She asked the CLECs to check their profiles and then contact Terry Corbel if they did not need his notices any longer.

End of Day 1

**Wednesday, February 06, 2002**

Lee welcomed the team and reviewed revised agenda

### **Interface Testing**

Lee stated that the first item was the Clarification and Re-certification testing language in response to Action Item 186 (Attachment 5). Balvin-WorldCom asked if the team was to decide where to incorporate the language. Lee stated that the team needed to decide that. Balvin-WorldCom asked if the subject appeared in OBF. Lee stated that the team had already closed on Interface Testing language including associated action items and questions from AT&T. Clauson-Eschelon asked if the team discussed this issue in CMP in terms of a CR for re-certifying. Thompson-Qwest stated that there were several CRs generated around certification. One was for service bureaus. He explained that if the service bureau was certified for the lead CLEC, and a new CLEC began to use the service bureau, they would not need to re-certify. Also, Qwest would only require re-certification on changes from one release to another. He stated that there might be other CRs. Jacobs-Qwest recalled that the other issue was around the time frame for getting documents. Qwest agreed to get documents to the CLECs sooner. Clauson-Eschelon asked if the service bureau process was still in existence. Thompson-Qwest stated that it was. The team added language to the document.

Thompson-Qwest stated that Qwest reviewed each release to see what had changed and that Qwest would review the items and re-certify those items that had. Clauson-Eschelon stated that the language wasn't clear that the whole release didn't have to be re-certified. Balvin-WorldCom quoted SGAT section 12.8.2.3. Lee stated that it was covered in the Master Redlined Document starting on page 57 (Attachment 18). Clauson-Eschelon stated she was interested in the criteria for certification. Lee stated that she didn't see it in the Master Redlined Doc, but she knew it had been discussed. Balvin-WorldCom read SGAT section 12.2.9.4. Lee asked Clauson if she wanted those items added and, if so, what the criteria was. Thompson-Qwest stated that the team provided written responses to the CR and the process is posted to the web. Clauson-Eschelon stated that they were interested in the criteria and asked if it was through the service

bureau. Thompson-Qwest repeated that everything was going through service bureau. Crain-Qwest stated that the service bureau was like Telcordia. The first CLEC has to be certified in the Service bureau and then the remainder do not. Menezes-AT&T stated that SGAT says, "mutually agreed to". He stated that the CLECs should be able to determine the scenarios that they want to test. Thompson-Qwest stated that the CLEC would come to Qwest and say, for example, "We want to get into Resale" and Qwest would ask, "What are you going to do across the interface?" Qwest would then show the scenarios that it can offer for those areas. Menezes-AT&T asked if Thompson was referring to business scenarios. Thompson-Qwest stated that test accounts were different from business scenarios. Menezes-AT&T then asked what disclosure documents meant in context of the test scenarios. Thompson-Qwest stated that he had an action item to present that. Menezes-AT&T stated that testing is available for 30 days and asked if the CLECs would have the information before the test. Thompson-Qwest said yes. He stated that disclosure is part of the technical specifications. Menezes-AT&T stated that the language did not reflect that. The document was modified.

Lee then referred the team to the Master Redline document on "Changes to an Existing OSS Interface Language and asked Thompson about the draft technical specifications. Lee recalled Thompson saying that Qwest may not have all of the information available for the draft technical specifications, but would for the final technical specifications. Language was added to the document. Thompson-Qwest stated that if a field now takes six values and before it took five, Qwest was not going to make the CLECs retest. Wicks-Allegiance suggested that the CLECs leave it at Qwest's discretion. Jacobs-Qwest stated that not every variable could be defined in this document. If there was a significant change CLECs would have to retest. Menezes-AT&T asked if a CLEC had to certify each release. Thompson-Qwest stated they did not as long as the CLEC remained current with the releases. He said that in the past Qwest had to delay the retirement of an old release because some CLECs couldn't remain current with releases. Lee asked if there needed to be language around the timeframe. Crain-Qwest stated that it depended on the interface and that this language applies to multiple interfaces. Lee stated that there was already language in "Changes to an Existing OSS Interface process." Lee asked the team if the language could be adapted to into the Master Redlined Document. Menezes-AT&T agreed. The team baselined language for Interface Testing, which will be inserted into the Master Redline framework and rolled out to the CMP community. An additional action item was identified to include language in the CR Initiation Process to allow for test environment CRs (Action item 240).

Lee directed the team back to the agenda.

#208 Issue Action item: Production code problems identified in the test environment will be outline in the Production support section. Jacobs-Qwest stated that the CLECs will follow the process and that the second item referred to finding a new problem while testing. Menezes-AT&T asked what would happen if a CLEC found a problem in the test environment, like SATE. Jacobs-Qwest stated that if a CLEC experienced a problem in the test environment, similar to one that could happen in the production environment, it could call the IT Wholesale Helpdesk. Lee suggested that the language be added to production support. Thompson-Qwest stated that it needed to be added to Interface Testing. Item closed.

#186 Issue Action Item: Closed.

Menezes-AT&T explained the email from 12/3-AT&T Interface Testing Issues. (Attachment 6) He asked how the SATE User Forum relates to CMP and if the user group was dissolved after User Group Testing. Thompson-Qwest explained that there were only two EDI users and two service bureau providers (representing other CLECs) who participate in the user group. He stated that the user group would continue based on participation. Menezes-AT&T asked if a CLEC would submit a CR for a change if the user group was dissolved. Thompson-Qwest stated that it would. Clauson-Eschelon asked if the team needed to add language. Menezes-AT&T asked if the SATE user group should even be part of CMP. Thompson-Qwest stated that the user group should be created and dissolved as needed and that the CR process can be used by CLECs or participants

of the user group. Clauson-Eschelon asked if SATE would be prioritized separately. Thompson-Qwest stated that it would. Lee stated that prioritization was done by interface. Thompson-Qwest stated that if a CLEC wanted to change the way Qwest tested billing, the CLEC would do a CR and it would be prioritized. Thompson-Qwest stated that prioritization is needed when you have a team that is resource constrained as in the case with IMA and SATE. Both of these teams are separate and their efforts should be prioritized. There are some items that are not constrained and CLECs are not competing for resources in those areas.

Lee moved the team to question #2: Menezes-AT&T stated that this item was already covered.

Lee moved the team to question #3: Menezes-AT&T stated that this question referred to the minutes that were attached to the e-mail in regards to Data Requests. It was simply an understanding of a Data Request. Thompson-Qwest stated that the issue here is test data vs. capability and the ability to pull a CSR. Menezes-AT&T asked Thompson if the CLEC was exchanging information about test data. Thompson-Qwest stated that was correct and that it did not fall in CMP. Menezes-AT&T asked if the test document was governed in CMP. Thompson-Qwest said it was. Lee stated that the team needed to address this issue. Did the CLECs expect Qwest to list all documents that are under CMP in the Master Redline Document or were the CLECs going to trust Qwest. Menezes-AT&T stated that they did not want every document listed because they would never get all of them. He said that they needed to capture the idea in the Scope section. Lee stated that the Action Item 143 needed to be expanded.

() Lee then asked Menezes-AT&T if all three items in Attachment 6 are closed. He concurred.

Lee moved the team to the Combined Gap Analysis. (Attachment 7)

#126 Gap Analysis: Clauson-Eschelon stated that Eschelon has a vendor that was very interested in this issue. She said she didn't know the issue, but wondered if it was in one of the documents in Redesign. Lee stated that it was covered in the documentation. Clauson-Eschelon stated that they needed more time. Thompson-Qwest stated that this was already covered in the EDI guidelines. He stated that CLECs can do regression testing and that Qwest wants the CLECs to work with Qwest for progression testing. He explained that the SATE data document is provided to a CLEC when it signs up for SATE. Clauson-Eschelon asked if all the documents were subject to CMP. Thompson-Qwest stated that the SATE data document is modified by CMP, but the request to modify the data is not done through CMP, but through the forum. Item closed and referred to KPMG O&Es.

#125 and #126 Gap Analysis: Menezes-AT&T stated that this information was just added to Interface Testing. Thompson-Qwest stated that it was already answered in the language on implementing production support. Clauson-Eschelon stated that she just wanted a placeholder if the team needed to put in language. She then brought up the concern of finding problems in the test environment. Thompson-Qwest stated that the item was already discussed in the morning. Crain-Qwest stated that Qwest was working with KPMG on the observations and adding additional language as needed. Clauson-Eschelon stated that she was just asking if there was more information needed.

The team moved on to the comment on testing and development cycles. Clauson-Eschelon stated that her comment referred to another testing section. Jacobs-Qwest stated that this referred to when Qwest is building the code and testing internally, before release. Clauson-Eschelon asked about a KPMG observation. Thompson-Qwest stated that Qwest had responded to 3068 and thought the troubleshooting was adequate. He stated that Clauson could do a CR for additional troubleshooting. He stated that this is not part of Redesign. Clauson-Eschelon asked if the responses to the observation could be found in process documentation available to the CLECs. Thompson-Qwest said it could and that was how Qwest answered TIs. Crain-Qwest stated that all of the responses are on the ROC testing website.

The team moved to the next Eschelon comment. Clauson-Eschelon asked if the document covers the timelines for SATE. Thompson-Qwest stated that this is already covered in what we just went over in regards to responding for data requests. Clauson-Eschelon asked if the timelines were already included for SATE. Thompson-Qwest stated that code changes in SATE are covered in the current document. He stated that this was specific to the data requests that we just agreed to do. Menezes-AT&T asked if Qwest was doing CRs for these changes. Thompson-Qwest stated that KPMG stated that Qwest does not support all products in SATE and Qwest responded that there is no interest in the products that are not included. In the last CMP meeting there were two CRs raised for Loop splitting and Line splitting products and those will be prioritized. The route that Qwest is taking is that these would be CRs. Clauson-Eschelon asked again if there were timelines for SATE. Lee stated that there is not a different timeline for SATE. Thompson-Qwest stated that Qwest would develop a joint testing period with the CLECs. Menezes-AT&T asked if the timeline would be altered to discuss this. He continued that the timeframes are still good. Jacobs-Qwest stated that nothing had changed. Clauson-Eschelon stated that Qwest could resolve this issue with KPMG.

Lee moved the group on to Clauson-Eschelon's email on SATE. Clauson-Eschelon stated that this was just discussed. The team closed Gap Analysis items #125 and #126 and moved back to the Action Items.

#245 Issues Action item: Lee stated that Terms were listed in the Master Redline Document and suggested the team review terms. The team determined that they would review the terms with their internal teams and bring the issue to the next meeting. (Attachment 14)

#### Break

#125 Gap Analysis: The team returned to WorldCom's comment. Lee asked if Susan Travis (on phone) wrote the comment. Travis-WorldCom stated that they wanted to review adding products to the test environment. Lee stated that language had already been developed in the morning and that the process had been negotiated. Travis-WorldCom stated that it would be fine if the CLECs could test all products available to CLECs in SATE. Lee stated that if CLECs want to add a product they would do a CR. Lee asked if the language was in the CR initiation section. Thompson-Qwest stated that it was. Jacobs-Qwest stated that this was a very specific detail and the CR process would include this. Menezes-AT&T asked if a CLEC could test after the 30-day window. Thompson-Qwest stated that language addressing that was added to the top of the interface testing section. Jacobs-Qwest referred to Page 32, Section 5.1 of the Master Redline. Lee stated that the team was trying to resolve all items in Interface Testing including the comments. Clauson-Eschelon asked if all comment in section 5.1.8 would be inserted with language. Lee stated that the comment was resolved and that it could be removed from the Master Redline Document.

#208 Action Item: Thompson-Qwest stated that re-certification was covered in appendix B of the EDI Implementation Guideline. Quintana-Colorado PUC asked if the language from the document could be added to the Master Redline. Thompson-Qwest stated that there was already language stating that the CLECs do not have to test the entire release. Lee closed Action Item.

Lee moved the group on to Technical Escalation Process (Attachment 8).

Elliot-Qwest discussed the Technical Escalation Process. He stated that there are two avenues for technical escalations as both Qwest and the CLEC side can be escalated. He explained that there are three levels of Escalation Management and that these are dedicated people who understand this process. Elliot-Qwest asked for all comments on the definition of Technical Issue. Clauson-Eschelon stated that "how to do business" is a little too broad. She stated that the beginning of the definition sounds like if you send it to the IT Helpdesk then you would be transferred or told to call somewhere else. Jacobs-Qwest stated that it depended on what option the CLEC selected off of the help desk call-in number. Menezes-AT&T asked if it was true that

sometimes the help desk helps you and sometimes they send you to another help desk. They act as a clearinghouse. Thompson-Qwest stated that it depended on the option you choose. Jacobs-Qwest stated that the help desk will redirect you and if someone did take an issue then they would be able to forward it to the correct help desk. Menezes-AT&T asked if the help desk forwarded the issue to another team, would the other team bring it back to the help desk. Clauson-Eschelon stated that the sentence "concerning how to do business" was too broad. She then asked if there were technical issues that didn't go to this help desk. She stated that maybe the team could say "any issue that is related to systems or other issues would be re-routed to another help desk". Lee asked if this would be under scope of Attachment 8. Elliot-Qwest stated that the Scope section could be increased with that definition. Clauson-Eschelon stated that if she needed to know how to operate the system she thought it should be located in this part of the document. Thompson-Qwest suggested the document state "a technical issue was an issue relating to the operation of the system;" e.g., The system is not working correctly. Clauson-Eschelon agreed. Bahner-AT&T asked if "the system help desk" was referring to an 800 number. Thompson-Qwest stated that it was an 800 number. He explained that there are multiple help desks behind that number, and that there are options on that 800 number. He concluded that based on what options the user chooses the number will reach different help desks. Menezes-AT&T stated that a CLEC might believe that it was always getting the IT systems help desk and this is not true. Jacobs-Qwest explained that if a CLEC selected prompt #3 it would reach the help desk.

Elliot-Qwest stated that a list of Qwest escalation contacts was being created and would be posted to the website through the help desk. Bahner-AT&T asked how the list would be updated. Elliot-Qwest stated that Qwest was working on a sub-process for updating. Elliot-Qwest explained the escalation process. Menezes-AT&T asked if Qwest was escalating to its own help desk. Elliot-Qwest stated that when Qwest escalated to its own help desk the help desk employee would pull out the escalation list and call the people in the other companies for that given level. Clauson-Eschelon expressed concern as to what would happen if the proposed solution were not adequate. Clauson-Eschelon noted that the document said technical solution. She asked if that referred only to systems or whether it could be that a work around wasn't working. Elliot-Qwest stated it could be either. There was further discussion about the various options and additional language was added to the document.

Elliot-Qwest moved the group to Section 2. He stated that Qwest has pager numbers and phone numbers for escalation contacts to meet the 15 minute timeframe. Jennings-Fader-Colorado PUC stated that there could be a Qwest escalation to a CLEC and that the CLECs will comply with the 15 minute turn around. Elliot-Qwest confirmed that the CLEC would need to respond within 15 minutes. Clauson-Eschelon stated that there might be issues in companies that had many subsidiaries. Jennings-Fader-Colorado PUC stated that this is only an issue when Qwest is escalating. Jacobs-Qwest stated that it was up to each company to build their escalation list. (Action Item 242) She explained that this is designed so that both CLECs and Qwest can escalate technical issues. Jennings-Fader-Colorado PUC asked how the CLEC representative know that an escalation has been completed. Thompson-Qwest stated that the issue has already been addressed. An item that has been escalated already have been processed through the help desk. He suggested adding the associated ticket ID. The help desk employee would then close any associated escalation with that ticket. Clauson-Eschelon asked what happens if Qwest believed that the issue was closed and the CLEC did not agree. Elliot-Qwest stated that it was based on table row G. The item could be reopened. Clauson-Eschelon stated that she already had an escalation in such a situation. She stated that Qwest should be forced to escalate with the CLEC if it could not satisfy the CLEC. Thompson-Qwest stated that this process was not designed to determine if CLECs were happy with the ways tickets were closed. Clauson-Eschelon asked what would happen if they still had the problem after the ticket was closed. Jacobs-Qwest stated that discussion of that situation was in Section 11.2.

#189 Issue Action Item: Closed. Language to be presented at the next CMP Systems Monthly Meeting.

Break for lunch

### **Production Support**

#211 Issue Action Item: Lee stated that Jacobs-Qwest would present a report. Jacobs-Qwest stated that they presented at the January system meeting and each individual CLEC was sent a copy of their company specific information. (Attachment 9) Item closed.

#205 Issue Action Item: Jacobs-Qwest stated that there was a link on the website for the subscription process. (Attachments 10 and 11) Item closed.

#209 Issue Action Item: Lee asked if the language could be added to the Master Redline. The Team added language and Lee baselined section 11.0 of the Master Redline. (Attachments 9 and 12) Item closed.

#235 Issue Action Item: After brief discussion the Action (Attachments 10 and 11) Item was closed.

#127-129 Gap Analysis: Schultz-Qwest stated that there was a question about whether Production Support would be a type of change and the team all decided that Product Support changes would be issued as a CR and would not be a type of change. Items closed.

ATT asked if Gap Analysis #129-Severity 3 change hours from 48 hours down to 24 hours. Thompson-Qwest stated that for minor issues where there has been no change. Jacobs-Qwest stated that the CLECs get updated within 4 hours of the time of a change. Item closed.

Lee moved on the term "hard error" on the Production Support language. Thompson-Qwest explained that a hard error is a hardware error. Lee stated this would be changed in the Master Redline.

#210 Issue Action Item: After brief discussion the Action Item was closed. (Attachment 9)

Production Support language was baselined and incorporated into the Master Redline and to be rolled-out at an upcoming CMP Systems Meeting.

### **Prioritization – Regulatory CR**

Lee stated that Qwest developed redline language (Attachment 12) on Regulatory CRs based on CLEC input from the last Redesign session. Clauson-Eschelon asked if there is consensus by CLECs that the request is a Regulatory CR before it goes "above-the-line." Thompson-Qwest stated that if Qwest submitted it as a regulatory CR, then Qwest would present the information and if CLECs disagreed they could submit an objection in writing. Balvin-WorldCom added that the language needed to reflect that PID/PAP was at impasse. Clauson-Eschelon asked why CLECs needed to submit written comments and why they couldn't just object at the meeting and what was the reason for requiring objection within 5 business days. Jennings-Fader-Colorado PUC stated that the reason was because the team wanted the documentation in advance to make sure everyone knew what the issue was. Balvin-Qwest stated that she thought it was to provide the objection and the reasons for objection prior to the meeting. Clauson-Eschelon stated that it would be nice if these were done on a certain day of the month. She asked if Qwest planned this to be in a mailout. Schultz-Qwest said that was the process today. Jacobs-Qwest stated that regulatory CRs would be posted and noticed. Clauson-Eschelon suggested that regulatory CR notices be mailed out five days prior to the meeting. She explained that if Qwest posted the notice the day after the CMP meeting, Eschelon might lose out because they didn't see the notice. Thompson-Qwest suggested that 8 business days prior to the CMP meeting CLEC comments are due. Jennings-Fader-Colorado PUC asked if there should be an exception for regulatory CRs so that they cannot be walk-ons. Quintana-Colorado PUC stated that



Regulatory and Industry Guideline CRs should be known far enough in advance. Lee stated that there is already an action item about walk-ons. Clauson-Eschelon stated that the team is using walk-ons too broadly. Lee stated that Qwest has proposed a walk-on definition. Clauson-Eschelon stated that it is better to say there isn't an exception to the 21-day timeframe if it is regulatory or industry guideline CR. Schultz-Qwest stated that it would be in both places. Thompson-Qwest stated that Qwest may not provide responses to walk-ons until the next CMP meeting. Schultz-Qwest stated that if someone had an emergency they could use the exception process. Lee asked if this defeated the purpose of a walk-on. Thompson-Qwest stated that regulatory CRs shouldn't be brought as walk-ons. Quintana-Colorado PUC stated that this defines two of the four types of CRs and by definition excludes industry and regulatory CRs. Jacobs-Qwest stated that with industry guideline CRs, the CR would not be subject to prioritization if CLECs and Qwest agreed. Schultz-Qwest stated that it was left open because Qwest may not implement if it is an industry guideline CR but the parties agreed not to comply with the Industry Guideline. She stated that an example would be a product that Qwest does not offer. Menezes-AT&T stated that there was no affirmative statement that says if it is above-the-line it will get into a release. Woodcock-Qwest stated that once an industry guideline CR is agreed to, it will go into a release. It must go into the final release before the recommended implementation date, but if nobody thinks it is important anymore they can agree to take it out. Clauson-Eschelon stated that right now if something isn't subject to ranking it doesn't get in. Menezes-AT&T stated that industry guidelines are subject to ranking with regulatory CRs. Balvin-WorldCom asked if there were 10 above-the-line, and Qwest could only do 8, whether two would fall out. She asked how it would be decided what would be implemented, or whether Qwest would commit to all. Clauson-Eschelon stated that Qwest would need to increase the size of the release. Balvin-WorldCom said that the team would need to agree to meet the implementation dates. Thompson-Qwest stated that the team needed to work together to make sure we were not in that position and if we were in the position Qwest would need to ask for regulatory relief. Woodcock-Qwest stated that would be an extraordinary circumstance. Menezes-AT&T stated that regulatory mandates don't necessarily have to be implemented with a systems change. He said his thought was that we might have language around regulatory CR that stated unless agreed to by Qwest and CLECs that it would be implemented as a system change, then it could be implemented manually. Qwest stated that Qwest wanted to implement changes as effectively and efficiently as possible. Balvin-WorldCom stated that the CLECs would never know if Qwest were compliant through a manual process unless Qwest told the CLECs. Quintana-Colorado PUC stated that there were two issues: 1) There is a manual process in place and Qwest wants to change to systems, and 2) there is a new mandate and Qwest wants to implement it in a mechanized fashion. Clauson-Eschelon stated that she would put CRs in and cite regulatory orders to get CRs mechanized. The gate-keeping mechanism is that Qwest and CLECs have to agree a CR is regulatory and that it needs to be implemented on a mechanized basis. Quintana-Colorado PUC stated that the commission doesn't usually issue mandates unless an issue has been brought to the commission from a CLEC. She asked Eschelon why it would want Qwest to implement something inefficiently with a manual process just so CLECs could get more CRs through. Clauson-Eschelon stated that she wanted them all mechanized, but that she's being told they all can't be mechanized. Balvin-WorldCom suggested looking at Quintana's suggestions stating that if a process is already manual it cannot be submitted as a systems CR and go above-the-line. She also stated that if it is a new regulatory order and Qwest wants to implemented with a mechanized solution, it would be above-the-line. Clauson-Eschelon stated that she didn't think that the CMP should be an excuse for Qwest to get something above-the-line. She stated that she believed that the issue was whether Qwest gets to decide how it is done. She didn't think changes should be above-the-line and implemented over Eschelon CRs.

Break for Qwest to caucus.

Day two ended.

**Thursday, February 07, 2002**

Lee welcomed team and presented the revised Agenda.

#### **Prioritization continued**

Schultz-Qwest stated that after Qwest broke from caucus yesterday, Qwest had a brief discussion with Menezes-AT&T regarding regulatory CRs. Menezes-AT&T explained that the team may be able to set up rules associated with what are regulatory CRs and how a regulatory change is put forward as a means to become compliant with a mandate. Wicks-Allegiance asked if the criteria were for the definition of regulatory CRs. Menezes-AT&T stated that they were. He stated that another, but more difficult area worth exploring, was the situation where there was a regulatory mandate that set forth an implementation date sooner than Qwest could implement as a systems change. To be in compliance, Qwest would have to implement a manual process first until the system change could be implemented. To be designated as a regulatory change, Qwest would implement the manual process for a short period of time and there would need to be a mechanism to get Qwest to the first release so that Qwest could meet the mandate. Quintana-Colorado PUC stated that in both examples they would be above-the-line. Menezes-AT&T confirmed, but stated that it would have to be a narrow definition. He also stated that most regulatory orders don't give a date, and the presumption is that the change is effective when it is ordered and a systems change usually can't be made to meet the date. Menezes-AT&T stated that there may be a situation when the CLECs say they want the change now, and it could only be done manually. He explained that it would be done manually first, and mechanized as soon as possible. Clauson-Eschelon asked if the CLECs had to agree before it goes above-the-line. Lee asked if the CLECs were asking that Qwest provide a plan that would say they were implementing a manual solution, and they would implement a mechanized solution within two releases. Menezes-AT&T stated that this was his preference because the CLECs would know up front the expectations. Clauson-Eschelon stated that it was hypothetical. She asked if it meant that even though Qwest was in compliance during the manual process, that the mechanized solution was still being designated as regulatory and above-the-line. Zulevic-Covad stated that this was the assumption because Qwest and CLECs would like to be mechanized as soon as possible. There has to be some commitment that Qwest is going to follow through with a mechanized solution. Clauson-Eschelon stated that yesterday the team talked about how Qwest had to be in compliance. Now the team was saying that if Qwest may be in compliance manually and that the mechanization could still be above-the-line. Menezes-AT&T stated that the team shouldn't be thinking of CRs put in as manual processes two years ago, and now that someone wants it mechanized it is brought in as a regulatory CR above-the-line. He explained that the team needs to set up some guidelines as to the timing of the regulatory order and a commitment to implementing as soon as possible in a mechanized way. A manual interim solution could be implemented that wouldn't jeopardize a systems solution. Balvin-WorldCom stated that she agreed and the intent of the manual process was to meet an implementation timeframe with the understanding that it will get mechanized by a certain time. Wicks-Allegiance asked if it would be possible that the manual solution is more cost efficient than the systems solution. Clauson-Eschelon stated that Qwest's answer to one of Eschelon's CRs was that the decision to do mechanized or manual is a Qwest internal decision. Wicks-Allegiance asked if the team was agreeing that it might not be mechanized. Menezes-AT&T stated that as long as there is dissent it is not a regulatory CR, and it goes into prioritization. Wicks-Allegiance stated that the CLEC could say it is regulatory and Qwest could choose never to mechanize and still be in compliance. Clauson-Eschelon stated that if a CR is implemented by a manual process it would not be a system CR. She explained that if the CLECs state that the CR is regulatory, and Qwest dissents and states that it is not, then the CR will never get in. She continued that if CLECs want a process mechanized and Qwest wants it manual, CLECs must put in a CR to mechanize it but it won't be regulatory and will have to be prioritized.

Jacobs-Qwest stated that Menezes was suggesting putting a time parameter around implementation of a mechanized process so there were not misunderstandings about manual processes implemented two years ago. Clauson-Eschelon stated that there might be a situation where there was an old mandate for a product that a CLEC didn't order until now, and that there

was now a problem. Menezes-AT&T stated that if it were two years ago, then Qwest or the CLEC would need to say why it was important now. Clauson-Eschelon stated that she didn't think that many mandates needed to be mechanized. Lee sought clarification that, in the future if Qwest indicates that it needs to be in compliance in 30 days with a regulatory mandate and presented the interim manual and long term mechanized solutions, is this acceptable. Clauson-Eschelon discussed an example involving HICAP loops. Thompson-Qwest stated that the situation Clauson was describing involved the mechanization of a backend Qwest process that was used to convert a LSR into a service order. He explained that when Qwest is required to accept orders electronically, Qwest is not always required to mechanize backend operations. Clauson-Eschelon stated that she understood the difference but that she still thinks Qwest has a requirement to provide CENTREX 21 mechanized, like the Qwest retail capability. Woodcock-Qwest stated that a regulatory change is a change to bring Qwest into compliance. Qwest is willing to agree that if a manual process is in place, Qwest would not submit a regulatory CR for mechanizing an old manual process to bring Qwest into compliance because the manual process already met compliance requirements. Quintana-Colorado PUC described an example of a new order which came out for a new UNE. She stated that it was possible that Qwest could implement a manual solution, but would want to implement a mechanized solution in the long term. She asked Clauson if she would agree that it would be an above-the-line regulatory CR even though there was a manual solution. Clauson-Eschelon stated that she thought so, but was concerned because she might have a pressing business need that she felt was more important than Qwest implementing a mechanized solution. In this circumstance Clauson felt that Qwest should implement a manual solution. Wicks-Allegiance asked what would happen if there was a new mandate, and Qwest could mechanize it. He thought Qwest should mechanize, but if Qwest couldn't mechanize soon enough they should do manual for the short term and state when it would be mechanized. He then stated that he didn't think CLECs should dictate if Qwest implements a mandate manually or mechanized. Clauson-Eschelon stated that if there is a bias towards mechanization, Qwest has to put it above-the-line and mechanize as soon as possible. She stated that she was concerned that Qwest might implement manually so it could implement another, less urgent, mechanization first. Zulevic-Covad stated that he would like to see an agreement on the concept that Qwest and CLECs would want the CR mechanized as soon as possible. He said he wanted to take the control out of Qwest's hands to decide when to mechanize. He continued that he wanted an incentive for Qwest to mechanize in the next release or the one after, and by reaching that agreement it still goes above-the-line. Wicks-Allegiance asked what would happen if change was more costly to mechanize. Zulevic-Covad stated that cost needed to be looked at when the mandate came out.

Lee boarded the following:

*Change necessary to bring Qwest into compliance of a mandate*

- *both parties agree change is mandate.*

*Qwest provides recommended method to meet mandate change*

- *Implementation may take a phased approach-- implement immediately an interim process (e.g., manual) and provide a mechanized solution by a specific release).*

Jennings-Fader-Colorado PUC stated that Qwest must outline their implementation plans to the CLECs before any solutions are implemented. If there was a mandate for a product that is not used and Qwest puts it in manually, and Qwest wants to mechanize it later, Qwest will have to open a CR. Woodcock-Qwest stated that it would only be a regulatory change if sufficient support was provided. Jennings-Fader-Colorado PUC stated that the FCC is not always clear about effective date. She explained that just because it is effective it doesn't mean it has to be implemented the day the ruling comes out because it is not always possible. It is a problem because it is hard to tell when Qwest really needs to be in compliance. Woodcock-Qwest stated that once the order becomes effective, Qwest needs to be moving forward with due diligence. Thompson-Qwest stated that Qwest decisions are the result of the cumulative effect of many regulatory orders. The issue is that they are all subject to interpretation. Qwest believes that it needs to be an efficient wholesale provider. Qwest is happy to have the dialogue with CLECs as to Qwest's position, but if Qwest and CLECs cannot reach consensus, Qwest is saying that the

burden of these regulatory orders are on Qwest's shoulders. If Qwest decides to mechanize something and does a manual workaround first, Qwest's position is to be an efficient wholesale provider and implement a mechanized solution as quickly as required. Thompson continued that Qwest understands that Eschelon may want CENTREX 21 flow-through, but that if the analysis says it costs more to accept the order via blue line than mechanized then we will accept the order mechanized. If it is more costly to mechanize than to do a manual process Qwest will make that decision. If Qwest gets a new product it believes should be ordered electronically, and there is enough push back from the CLECs that they will not have much demand for the product, Qwest will reassess and may implement a manual solution. When Qwest and the CLECs can't agree, the responsibility of the regulatory mandate is on Qwest, and Qwest must make decisions that drive being an efficient wholesale provider and be in compliance.

Menezes-AT&T stated that he accepts that Qwest has the systems knowledge, but he cannot accept that Qwest has sole judgment in making these decisions. He stated that the team had been talking more about when Qwest brings in a CR they think is regulatory, and not whether CLECs are supposed to question whether it should be mechanized. Menezes went on to ask what would happen if a CLEC brings in a CR that they want mechanized whether Qwest would have discretion to say it wouldn't be mechanized. Thompson-Qwest stated that Qwest would make the most efficient solution based on business case decisions. Menezes-AT&T stated that if there was a manual process, and there was a high failure rate, there could be the same analysis happening on the CLEC side because it would be more costly for the CLECs to process manually. The decision should be based on how efficient the manual process is for all affected parties. Menezes-AT&T again asked if the CLEC comes to Qwest with a Regulatory CR that the CLEC says must be mechanized, and Qwest says no, what would then happen. Thompson-Qwest said it would go to dispute. Thompson-Qwest stated that it was acceptable that Qwest would provide some workaround in the short term, but Qwest was going to treat this as above-the-line to come into compliance. Menezes-AT&T stated that the team first needed to see the regulatory mandate. Schultz-Qwest stated that Qwest position was to implement in the most cost efficient manner.

Clauson-Eschelon stated that she thought that when a CR was submitted it would be mechanized by the first available date. Balvin-Qwest stated that practically speaking, a CLEC couldn't define whether it should be mechanized or not. Qwest would have to tell the CLECs. Thompson-Qwest stated that the decision would be based on cost. The implementation needs to be the most cost efficient possible. Schultz-Qwest stated that the analysis applies to both Qwest and CLEC initiated CRs. For example, if a process is going to cost \$500,000 per year for a manual process, and \$5,000,000 to mechanize, Qwest would go with the least expensive alternative. Clauson-Eschelon stated that if Qwest's mechanization CRs are above-the-line, CLECs should have the same opportunities. Woodcock-Qwest stated that when Qwest brings forward a CR it has already determined whether it needs to be mechanized or not, but when CLECs bring forward a CR Qwest has not been able to make that determination yet. Qwest needs to make that determination based on a business case. Balvin-Qwest stated that when Qwest brings a CR forth Qwest have already gone through that process. She suggested flip flopping the process so when a CLEC submits a CR, Qwest must go through the analysis and determine how it should be implemented. She further stated we needed to get CLEC and Qwest Regulatory CRs on the same playing field and to have the same evaluation on how it can be implemented. Woodcock-Qwest suggested Qwest could share the analysis with CLECs as to why Qwest thinks it should be manual. Jacobs-Qwest stated that a similar process happens today with the CR process. Balvin-WorldCom stated that the Clauson's issue was with implementation and that there would be a discrimination against CLECs because Qwest may want to do it manually. Quintana-Colorado PUC stated that the issue of compliance with a mandate is not linked to whether the process is manual or mechanized. Menezes-AT&T stated that the decision to mechanize should be based on certain criteria for mechanization. If Qwest is going to do something for one CLEC and it occupies the whole release, then other CLECs would be negatively affected. He suggested that there might be a way to set up criteria and show the criteria to get over the concern of non-equal treatment. Wicks-Qwest stated that Qwest needed to provide enough information to

validate the decision to not mechanize. Jennings-Fader-Colorado PUC stated that the criteria must be applied to CLEC and Qwest CRs equally. Quintana-Colorado PUC stated that if a CLEC CR is turned down for mechanization they should be able to look at a similar Qwest CR and see the same outcome. She then asked Clauson if she would be comfortable if Qwest could apply criteria to CRs. Clauson-Eschelon stated that she would be comfortable if there were disclosures to use against CRs in the future.

#### **Break**

Schultz-Qwest asked if the assessment of the manual process came in after implementation, based on a high level view, or both. She added that if Qwest received a regulatory ruling and believed it was a mandate, and Qwest would anticipate there would be some discussion of the expense of manual vs. mechanize with the CLECs. Menezes-AT&T stated that would make it more consistent with the CLEC process. The change would come to the CMP for a decision first. Woodcock-Qwest stated that there could be time constraints where Qwest could not go through that process. Quintana-Colorado PUC stated that it made sense for a CLEC to submit a regulatory CR and state that it wanted the CR to be mechanized with support as to why the CR should be mechanized. Schultz-Qwest stated that in addition to the mandate, the CLECs should say why mechanization is important to them. Wicks-Allegiance stated that Qwest could start with manual process and give a specific implementation date and the mechanization CR to go above-the-line. Schultz-Qwest stated that Qwest would like to caucus over lunch and then return with a proposal.

#### **Break--Caucus**

#### **Prioritization continued**

Lee directed the team to section 9.2 of the Master Redline. The team began crafting language. Lee stated that there was a question related to the COIL. She asked if a CLEC, which was not using an interface, could vote on it during the ranking process. Balvin-WorldCom stated that Crain thought this might be possible if there was a letter of intent stating that the CLEC would eventually develop EDI, or had intentions to develop EDI. Thompson-Qwest stated that Qwest didn't care which way this issue is resolved. Qwest will implement the CRs in what the order of CLECs vote. He asked if the EDI CLECs wanted to bear the risk of having their CRs voted lower since the subset of EDI users is less than those using GUI. He stated that in the old CICMP language it states that CLECs not using the system cannot prioritize it. Qwest has one list for EDI users and another for non-EDI. Lee stated that it was not an issue with Qwest or the CLECs. Language was added. COIL issue CM-12 and action item #150 closed.

#### **Regulatory CR**

Schultz-Qwest stated that Qwest discussed the criteria for disclosure, and what Qwest wanted to propose was that Qwest would determine the implementation (e.g., manual, mechanized or mechanized with manual workaround until mechanization was possible or change of circumstance warranted mechanization). Clauson-Eschelon stated that currently the CLECs designate whether they want a manual or mechanized CR. Schultz-Qwest stated if the CLEC submits a regulatory CR, and they know they want a systems response, Qwest's first response back would contain that information. Qwest's first goal is to mechanize if it is cost effective to do so, but it could happen that mechanization might not be possible. In that instance, the CLECs might want an interim manual process. She stated that the assumption was that the CLEC wants it mechanized, and if Qwest came back and stated it was manual Qwest would provide the information that supported that determination. Quintana-Colorado PUC stated that was a compromise because Qwest would explain why it would be manual. Menezes-AT&T clarified that when Qwest comes in with a systems CR, and CLECs agree it is regulatory, Qwest should have already done work to know if Qwest wanted it manually. When CLECs bring in a similar CR, then Qwest would do this same work. Schultz-Qwest stated that there is a difference of Qwest doing

some work up front with Qwest CRs, and getting a CR request from CLECs and then having to make that determination. She stated that if Qwest had a mandate and wanted to go forward manual, Qwest would just submit it on the product/process side. If Qwest wanted it as systems then Qwest would submit a systems CR. Similarly a CLEC could submit a regulatory CR as product/process or systems, but Qwest would still have to determine how to most efficiently implement. Clauson-Eschelon suggested that if Qwest and CLECs agreed that it was a regulatory change, then it should mechanize unless Qwest provided information that supported a manual process. Menezes-AT&T stated that the CLECs would only see the criteria when Qwest stated they are going to implement manually. He continued that he was looking for similar comparative rationale when Qwest submitted a CR. Menezes-AT&T asked if Qwest provided a high level rationale and a CLEC objected to how the CR was treated, whether Qwest could provide a detailed analysis. Schultz-Qwest asked for an example. Clauson-Eschelon stated that she would want to look back at old CRs to compare to her CR so that Qwest didn't mechanize. Clauson continued that Schultz had stated that Qwest already did an analysis before implementation. Schultz-Qwest stated that the analysis would be done if it were systems related. She explained that Thompson would give a level of effort and a process specialist would analyze if it needed to be manual or not. Zulevic-Covad stated that the team should return to the criteria for analysis. Schultz-Qwest stated that Qwest could provide a level of effort but if the LOE were small then Qwest would not provide any additional information. Schultz clarified that she was only talking about providing this information if Qwest recommended implementing a manual process. Schultz-Qwest stated that Qwest didn't want to go to a process specialist for every regulatory CR and develop a manual process evaluation even though the CLECs and Qwest wanted it mechanized. Thompson-Qwest stated that Qwest operates in the regulatory environment and the regulators will decide sometimes that a decision not be based on economics and that will come forth in the mandate. If the mandate doesn't identify implementation requirements, then it becomes imperative that Qwest does what is most efficient. Clauson-Eschelon asked if it was high demand or high number of CLECs ordering that was the determining criteria. Jacobs-Qwest stated that it was high volume. Balvin-WorldCom asked for the criteria again. Clauson-Eschelon repeated her request for all the data on every CR. Balvin-WorldCom stated that she wanted to see how all CRs were being treated and that they were treated the same. Clauson-Eschelon stated that she wanted to see all the reasons for going manual on a CR.

Qwest asked to caucus.

Schultz-Qwest proposed that Qwest would provide an LOE type of assessment and a recommendation about mechanization and manual implementation. She explained that if later down the road Qwest saw a change in criteria for a manual change Qwest did earlier, Qwest would do a detailed assessment at the later date. Menezes-AT&T reminded the group that there are not a lot of regulatory CRs. Schultz-Qwest stated that there were not many today, but that CLECs had threatened to identify requirements from their contracts and the SGAT and issue as regulatory CRs. Balvin-WorldCom stated that her concern was the same as Qwest's. Menezes-AT&T asked that if the number of regulatory CRs was small whether Qwest was still concerned about creating the data set about the factors that were being considered. Schultz-Qwest stated that the concern was not based on volume, but rather the question of "best judgement." She reminded the CLECs that they have continued to emphasize that Qwest's judgement cannot be trusted. Menezes-AT&T stated that the team needed to define the different Levels of Effort and asked Qwest to provide the factors that it currently used to determine implementation of mechanized vs. manual solution. Jennings-Fader-Colorado PUC stated that CLECs wanted some assurance that Qwest wouldn't make up data points after the fact. The CLECs just wanted to know what criteria Qwest looked at and wanted it documented. Clauson-Eschelon stated that if the factors are easy and obvious for a Qwest CR, they should be easy and obvious for a CLEC CR. Menezes-AT&T stated that it may be easiest to keep things open and for Qwest to put the information in the CR response. Jennings-Fader-Colorado PUC asked if Qwest's concern was that in some subsequent challenge that Qwest didn't want to be limited to what was said in the

earlier analysis. Qwest was asked to return to the next session with a process based on the discussion above. (Action Item 244)

#### **Next Redesign Session**

Lee then stated that the next session on February 19<sup>th</sup> would run from 10:00 am-5:00 PM. The team should aim to close Prioritization and review the related Gap Analysis items and SCRP. Jennings-Fader-Colorado PUC suggested that all CLECs review the SCRP document and email comments to Qwest before the next meeting. Lee then stated that there were issues with the Master Redline because all the edits were becoming unreadable. She asked if the team objected to Qwest accepting the changes in the sections that had been completed. Qwest would still save the original Master Redline with all the edits. Lee also stated that she had heard that it was confusing to have the old CICMP documents on the Web site. Woodcock-Qwest stated that the CICMP documents would be archived and the Master Redline Document with agreed processes would be placed in its place. She suggested highlighting the sections that were implemented. She stated that the CICMP documents would still be on the website, but in archive. Menezes-AT&T stated that he would like to review the document. (Action item 244, 246, and 247)

Meeting adjourned at 4:10pm.

## CLEC-Qwest Change Management Process Re-design

February 5-7, 2001 Working Session

## ATTENDANCE RECORD

## Core Team Members

2-5	2-6	2-7	Company	Last Name	First Name	Email	Phone	Comments
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x	x	x	AT&T	Menezes	Mitch	mmenezes@att.com	303-298-6493	
%	%	x	AT&T	Osborne-Miller	Donna	dosborne@att.com	303-298-6178	
x	x	x	AT&T	Van Meter	Sharon	svanmeter@att.com	303-298-6041	
			Avista	Thiessen	Jim	jthiessen@avistacom.net	509-444-4089	
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## CLEC-Qwest Change Management Process Re-design

February 5-7, 2001 Working Session

## ATTENDANCE RECORD

2-5	2-6	2-7	Company	Last Name	First Name	Email	Phone	Comments
			Qwest	Mohatt	Gerry	Gmohatt@qwest.com	303-965-3934	
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x	x	x	Qwest	Routh	Mark	mrouth@uswest.com	303-896-3781	
x	x	x	Qwest	Schultz	Judy	jmschu4@qwest.com	303-965-3725	
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## Other Participants

2-5	2-6	2-7	Company	Last Name	First Name	Email	Phone	Comments
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x	x	x	Colorado PUC	Quintana	Becky	Becky.Quintana@dora.state.co.us	303-894-2881	

## CLEC-Qwest Change Management Process Re-design

February 5-7, 2001 Working Session

## ATTENDANCE RECORD

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x		%	KPMG Consulting	Nobs	Christian	<u>cnobs@kpmg.com</u>	415-831-1323	
x	x	x	KPMG Consulting	Yeung	Shun (Sam)	<u>shunyeung@kpmg.com</u>	212-954-6351	
			Telcordia	Thompson	Nancy			

## Facilitator

x	x	x	XTel Solutions, Inc.	Lee	Judy	<u>soytofu@pacbell.net</u>	650-743-8597	
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## **FINAL MEETING MINUTES**

**CLEC – Qwest Change Management Process Re-design**  
**Tuesday, November 27 thru Thursday November 29, 2001 Working Session**  
1801 California Street, 23<sup>rd</sup> Floor, Executive Conference Room, Denver, CO  
Conference Bridge: 1-877-847-0304, passcode 7101617#

**NOTE:** These are FINAL meeting minutes Qwest developed following the three day working session. Draft minutes were circulated to the CMP Re-design Core Team Members on Dec. 7, 2001. As of January 8, 2002, no comments were received from the meeting attendees.

### **INTRODUCTION**

The Core Team (Team) and other participants met November 27th through November 29th to continue with the Re-design effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow;

### **ATTACHMENTS**

Attachment 1: CMP Re-Design November 27 – 29, 2001 Attendance Record  
Attachment 2: CMP Re-Design Meeting November 27 – 29, 2001 Notice and Agenda – 11-20-01  
Attachment 3: CMP Redesign Meeting November 28 – 29, 2001 Revised Agenda – 11-27-01  
Attachment 4: CMP Re-Design Meeting November 29, 2001 Revised Agenda – 11-28-01  
Attachment 5: CMP Re-Design Issues and Action Log – Revised 11-19-01  
Attachment 6: Qwest Proposed Interface Testing Language - Revised 11-27-01  
Attachment 7: Qwest Proposed Production Support - Revised 11-27-01  
Attachment 8: IT Wholesale Systems Help Desk Severity levels 11-27-01  
Attachment 9: 10.0 Regulatory with PID References 11-15-01  
Attachment 10: Schedule of CMP Re-design Working Sessions - Revised 11-29-01  
Attachment 11: Qwest Initiated Product Process CR Initiation Process - Revised 10-3-01  
Attachment 12: NOT CLEC Impacting 11-26-01  
Attachment 13: Change Management Process Improvements 11-26-01  
Attachment 14: Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 11-29-01  
Attachment 15: IT CR Flow Diagram - Qwest 11-28-01

## MEETING MINUTES

The meeting began with introductions of the meeting attendees (see Attachment 1). Judy Lee then reviewed the three-day agenda. Refer to Attachment 2 (original agenda), Attachment 3 and 4 (revised agendas).

### Interface Testing

The participants discussed the Interface Testing document (See Attachment 6). Discussion turned immediately to the final paragraph of the document. Jacobs-Qwest stated that the intent of the statement "CLEC uses same connectivity" meant that the CLEC uses the same EDI translator and interactive agent software even though the CLEC may be using different physical components. She requested that the language include "software components". Menezes-AT&T stated that "software components" was too narrow. After further language discussion AT&T agreed that "software components" was acceptable. Menezes-AT&T asked if all the software components needed to be the same in testing as in production. Jacobs-Qwest stated that they do. The Team agreed to change the language as stated in the Master Redlined CLEC-Qwest CMP Re-design Framework (Master Redline) under Interface Testing (refer to the last attachment). Zulevic-Covad asked how Qwest would load test in anticipation of greater volume. Jacobs-Qwest stated load tests are engineered in an individual company's domain, and vary by company. She further stated test environments are not for load/volume testing. Travis-WorldCom asked who had changed the language in the last paragraph to reflect that Qwest would not include the Service Order Processor (SOP) in the Customer Test Environment. Jacobs-Qwest stated that Qwest has several different test environments. Interoperability Test Environment allows a CLEC to test with real accounts. The SATE environment allows pre-designated test scenarios. Qwest plans to add additional capabilities to SATE. All front-end edits exist in both environments, but tests run in SATE do not currently run through SOP. Menezes-AT&T asked if interoperability testing would go through the SOP. Jacobs-Qwest stated that it does not from an automated perspective. Menezes-AT&T asked if that process mirrored the production environment. Jacobs-Qwest stated that it did for many transactions, but does not exist for auto flow-through. She stated that preorder testing environment uses the production OSS. Menezes-Qwest stated that the document needed language for Qwest planning to add SOP inclusion by the end of 2002. The document was modified to reflect the requested change. Menezes-AT&T asked if changes to the test environment would be reflected in the 12-month development view. Jacobs-Qwest stated that it would. Menezes-AT&T asked why Qwest struck the OBF language dealing with Production Support Testing. Schultz-Qwest stated that the Master Red-line framework would address all production support issues in the production support section. Menezes-AT&T asked where the controlled production section of the SGAT was covered in the Master Red-line document. Jacobs-Qwest stated that controlled production testing occurs after the testing in a test environment is complete. Menezes-AT&T stated that in that case there needed to be an additional testing section for controlled production testing. Jacobs-Qwest stated that there are two test environments: Interoperability testing with live production data, and SATE for test scenarios. Both environments have initial testing and controlled production testing.

Menezes-AT&T asked if the document captured all testing available from Qwest. He also stated that if CTE was a stand-alone environment, then the Qwest proposed language only covers half of the testing capability. He suggested that the language be modified to include stand alone, interoperability, controlled and CMIP interface test environment. Jacobs-Qwest clarified Menezes' suggestion and modified the document. Hines-WorldCom asked if regression testing should be added. Jacobs-Qwest stated that regression testing existed on a level below the one being discussed in the Qwest proposed language. Lee suggested that regression testing be added as an action item to define the term. Action item 182 was created. Menezes-AT&T stated that the definition of controlled production, SATE, interoperability, and regression testing be pulled from the SGAT for the Terms section of the Master Red-line document. The action item was modified to include Menezes' suggestion. Menezes-AT&T asked if Qwest provided CLECs

with a list of suggested tests. Jacobs-Qwest stated that a list of recommended test scenarios was provided with the test schedule. Menezes-AT&T asked what else was included with the test schedule. Lee stated that this would be included in the definition of technical specifications which the Team would cover Wednesday afternoon. Jacobs-Qwest took an action item (#186) to confirm that recommended test scenarios are separate from technical specifications and included in the appropriate part of the process.

The discussion moved to the Changes to Existing Interfaces section of the Master Redline document to review the content of the final notification letter. The Team compared the content of the final notification for the Introduction of a New Interface to the final notification for the Change to an Existing Interface in the Master Redline framework. Jennings-Fader-PUC stated that the current document reads that the summary of changes applies only to the changes that are made as a result of CLEC comments. She stated that CLECs want a summary of all changes in the documents. Schultz-Qwest stated that the summary is included in the draft technical specifications. Jennings-Fader-PUC stated that this should also be included in the final notification. Schultz-Qwest stated that Qwest could include an updated list of changes. Menezes-AT&T stated that he thought that this was what the changed requirements page was for. He stated that if that was not the case the changed requirements page needed more definition. The discussion turned to a history of the changed requirements page. Menezes-AT&T asked if the responses to CLEC comments were individual. Schultz-Qwest stated that there would be one common response, inclusive of all CLEC comments. The Team made changes to the content of the final release notification letter for Introductions of new OSS Interfaces in the Master Redline document.

The team then went back to discussion of Interface Testing (see Attachment 6). Menezes-AT&T stated that he had questions about the stricken language on the second page of the testing document. Bahner-AT&T asked if there could be changes to Qwest regional systems that were CLEC affecting. Jacobs-Qwest stated that there weren't. Bahner-AT&T asked if service intervals were different in each region, and stated that she had experienced a problem when Qwest did an upgrade and it affected a specific region. Jacobs-Qwest stated that when CLECs are testing there are no specific regional requirements. Menezes-AT&T stated that the CLECs wanted a fast method to correct a grouping of problems that resulted from a change that Qwest made. Jacobs-Qwest stated that was something that could be escalated through the help desk. Bahner-AT&T stated that a CLEC would first have to submit a ticket for each order that was being rejected. She stated that CLECs shouldn't have to submit 50 different tickets for 50 independent, but identical problems. Filip-Qwest stated that we should do root cause for this problem. Bahner-AT&T stated that Joan Wells-Qwest had the details of her problem. Menezes-AT&T stated that this was a mirror of issue #9 from the AT&T issues list. Qwest took an action item (#187) to investigate this issue. Menezes-AT&T asked if CLEC transactions for an interface that was new to that particular CLEC, but previously introduced by Qwest, would go through the test processes outlined in the proposed language. Quintana-PUC stated that they should be. Menezes-AT&T asked where the final stricken paragraph in the attachment was captured. He also asked what initial implementation meant. Quintana-PUC stated that the Team should ear-mark that term for definition. She stated that the last sentence in the stricken paragraph could be used to define initial implementation. The team agreed to move the agreed to language into the Master Redline. Schultz-Qwest stated that it would become effective with the 10.0 release. Menezes-AT&T asked if Qwest was also implementing the Changes to Existing Interfaces section of the Master Redline with the 10.0 release. Schultz-Qwest stated that Qwest was.

### **Production Support**

Jacobs-Qwest described the production support document (see Attachment 7). She included in her discussion a description of how Qwest closely monitors the IT Help Desk for a week after a system is released. She stated that at the end of the release week Qwest hosts a call to discuss trouble tickets. Lee asked if the help desk supported all OSS interfaces. Jacobs-Qwest stated that it did. Lee asked if Qwest hosted calls for systems other than IMA. Jacobs-Qwest stated

that Qwest only hosted calls for IMA systems. Bahner-AT&T asked if there was a tiered escalation cycle for the IT Help Desk. She stated that CLECs need to know if there is a ticket opened by Qwest, and if it is receiving the appropriate amount of attention. Jacobs-Qwest stated that if a CLEC impacting problem was identified by the Qwest IT Help Desk, Qwest would notify the CLECs of the problem. Action item 189 was created for Qwest to draft proposals for an escalation process for technical production problems for both CLECs and Qwest. Bahner-AT&T stated that there should be a more refined escalation process for tickets called in by CLECs to the IT Help Desk. She stated that the IT Help Desk should be able to verbally produce the trouble ticket number and the level the escalation is at. She stated that there also needed to be documentation of each ticket. Jacobs-Qwest stated that there needed to be a two-way escalation for the IT Help Desk. Bahner-AT&T stated that AT&T had previously forwarded escalation lists to Terry Simmons-Qwest. Jacobs-Qwest stated that she could draft a process for technical escalation. Lee asked for volunteers for the subcommittee: Hines-WorldCom, Bahner-AT&T and Jacobs-Qwest volunteered. Jacobs-Qwest stated that she would set up the first meeting. Menezes-AT&T asked if a process like this existed at this time. Jacobs-Qwest stated that there was one which was internal to Qwest. She stated that the CMP Redesign team could create a process to clarify how the escalation process communication channels would work. She continued that there were two pieces in this process: business function and technical problem. She stated the technical problem solution piece was needed. Bahner-AT&T stated that Qwest needed to ensure that they published all trouble ticket numbers in the notification.

Menezes-AT&T asked what the existing production support procedures were. Jacobs-Qwest stated that they were on the Web site. Bahner-AT&T asked if Qwest modifies back-end systems before it releases an interface. Jacobs-Qwest stated that other systems are modified depending on the change being implemented. Menezes-AT&T asked how CLECs were notified of the call that Qwest held a week after the release. Routh-Qwest stated that Qwest initiated a five-day notification through standard notification procedures. Menezes-AT&T asked how Qwest responded to issues not resolved on the call. Jacobs-Qwest stated that Qwest would then issue and open an internal trouble ticket if a system problem was found. The issues and their resolutions are discussed at the Monthly CMP Systems Meeting. Menezes-AT&T stated that there needed to be language in the production support section to document this. Language was modified in the document accordingly.

Zulevic-Covad asked if Severity 1 and 2 problems would be worked before the meeting. Jacobs-Qwest stated that Sev 1 and Sev 2 problems are worked as soon as they are reported. Menezes-AT&T stated that there should be language stating that CLECs should report problems to the IT Help Desk, regardless of when the problems occurred. The document was modified to reflect AT&T's suggestion. Menezes-AT&T asked why the severity level descriptions and time periods were stricken. Jacobs-Qwest stated that Qwest had standard definitions that were on the web site. Menezes-AT&T asked if Qwest had to go through CMP to change the definitions on the web site. Schultz-Qwest stated that Qwest could copy the definitions from the Web site and paste them into the production support document.

The meeting broke for lunch.

Lee directed the Team to a communicator Qwest had provided with the requisite IT Help Desk (see Attachment 8) severity levels and associated notification intervals. Bahner-AT&T and Hines-WorldCom asked for clarification of the interval matrix in the document. Jacobs-Qwest explained the interval table. Clauson-Eschelon stated that she had concerns with the severity level definitions. Clauson-Eschelon stated that the table should be captured in the CMP documentation in narrative form. She preferred narrative to bullet and tabular form. She expressed that the language in the communicator was improper as a problem that was specific to only one CLEC was automatically a severity 3, and that the 48-hour response time was not sufficient. Jacobs-Qwest stated that in situations where a problem causes only one CLEC to be unable to do business, Qwest would consider using severity 2. Clauson-Eschelon stated that a narrative should capture that. There was more discussion of specific wording of the interval table

in the communicator. Bahner-ATT asked Jacobs how severity levels were set, and how CLECs should handle the determination of the severity level by Qwest if they did not agree. Jacobs stated that there needed to be an escalation process developed for just technical issues. Jacobs stated that she could lead the effort to develop a process getting input and review from the CLECs. The process could address how technical issues were managed between the companies since there were times when Qwest had technical issues which should be addressed with the CLEC technical experts. Lee suggested a subcommittee be formed. Schultz-Qwest stated that there needed to be a two way process for managing technical issues. Clauson-Eschelon stated that issues should not be taken off-line into subcommittees when they involved multiple CLECs. Clauson stated that these issues needed to be worked in the CMP Redesign session. Menezes-ATT agreed with Clauson and stated that most issues needed to be addressed by the entire Team. Menezes went on to state that in the CMP Redesign sessions team members were focused on the issue, and when they were not in session, items slipped and were not resolved with the right amount of attention. Bahner-ATT stated that the subcommittee that had met to discuss establishing CLEC affecting criteria had not adequately addressed issues, and that there had not been the right follow-up in bringing a readout of their work back to the Redesign team. Jacob-Qwest stated that the idea of the subcommittee was to develop a straw model for how technical issues could be worked between the CLECs and Qwest. Lee stated that the team seemed to work more efficiently when there was some proposed language to work from, rather than crafting language from scratch in the CMP Redesign session. Hines-WorldCom stated that the subcommittee work was fine, but that there needed to be a committed review time for the work at the CMP Redesign session. Litter-Integra stated that in many cases there was only one proposal brought back from a subcommittee, and then there was considerable time spent wordsmithing that proposal in the CMP Redesign session. Littler stated that there was no need for a subcommittee unless the subcommittee brought back numerous options that the CMP Redesign team should consider. Bahner-ATT stated that she had brought up the issues of resolving technical issues because there was a need for an escalation process associated with IT Help Desk issues. Jacobs-Qwest responded that the work of the subcommittee would be to develop a process for technical escalations which would involve technical teams from Qwest and CLECs, and the CMP Redesign team would review the output and formalize the process. Clauson-Eschelon stated that the IT Help Desk language that the team was reviewing did not cover defects. Jacobs responded that defects could be addressed in production support, and that a defect could be any severity level. Jacobs further stated that a defect was defined as the system not working based on specifications. Clauson asked how a system being down would be handled. Jacobs stated that if the system is not working according to specifications, then that situation would be considered a severity 1. The team reviewed the criteria that were listed for Severity 1 and 2 items. Language was updated in the document to reflect discussion from the team (see Attachment 7). Bahner asked how CLECs received notification on those issues that the IT Help Desk resolved. Jacobs responded that notification is sent out when the problem is resolved. Bahner stated that the process should be more formal, and language was added that described the process for closing an IT Help Desk trouble ticket. Clauson asked what after hours work took place to work Severity 1 and 2 issues. Clauson asked if Severity 2 issues would be worked after hours, and that she was concerned that an issue that affected only one CLEC would be considered Severity 2. Clauson further stated that she would need to review the Severity 2 language with Lynne Powers (Action #192), and that the language implied that only Severity 1 issues would be worked after hours. Wicks-Allegiance stated that there needed to be language developed that indicated that if an outage affected only one CLEC, but that it was a major outage to that CLEC, that an escalation could take place for after hours work. Clauson stated that the differences between Severity 1 and 2 needed to be collapsed since a single CLEC could have a Severity 1 outage based on the impact to the particular CLEC. Jacobs stated that an issue that affected a single CLEC was not treated as a Severity 1 since Severity 1 was defined as affecting multiple customers. Menezes stated that this was a parity issue, and that an issue affecting one CLEC could be affecting all the CLEC customers and should be treated as a Severity 1 issue. Jacobs stated that the reason the Severity 1 was not designated for a single company was due to the Severity 1 definition, the metrics, and how the outage was tracked. Clauson stated that if the CLECs had to go through an escalation to get an issue managed as a Severity 1 that the CLECs

ere probably not being managed the way Qwest managed outages that affected Qwest retail customers. Jacobs stated that she would work with the Qwest production support team to determine how an individual CLEC outage could be managed as a Severity 1 issue. The team agreed to create Issue/Action #190 to resolve the issue. Bahner asked what mechanism Qwest had in place to link multiple trouble tickets to a single issue so that CLECs could know if it was a problem that affected only them or was more widespread. Issue/Action # 191 was created to address that issue.

The Core Team discussed and revised the agenda for the next day meeting.

Wednesday, 11/28/01

### **Prioritization**

The meeting began with Lee reviewing the revised agenda. Schultz-Qwest discussed the prioritization overview. She asked the Team to work together to resolve prioritization. She aired several ideas including the options of prioritizing regulatory and industry guidelines without missing mandatory dates. She also discussed several possible solutions to prioritization including dedicating half of the space remaining in a release, after mandatory inclusions, to CLEC initiated CRs and half to Qwest initiated CRs, or allowing Qwest and the CLECs to have an equal number of CRs included in the release. She stated that there was discussion between Qwest and WorldCom in Arizona about a technique in New York where the ILEC has two IT departments, one dedicated to CLEC CRs and one dedicated to ILEC CRs. She asked the CLECs if they had any other ideas. Clauson-Eschelon stated that she was most concerned about having visibility into the sizing and management of Qwest IT resources and the space of a release. She stated that the CLECs have no clarity on the fairness of the distribution of space and resources. Clauson stated that she would like to see Qwest perform a detailed Level of Effort for every CR. Filip-Qwest stated that there must be two ranking processes in order to maximize resource allocation and to ensure that Qwest is really developing Level of Effort at the proper level of detail. She stated that Qwest could not do a detailed Level of Effort for every CR because it was too time consuming. Filip continued that there was a way to check and balance this process. Clauson-Eschelon asked Qwest to explain the sizing process and how Qwest determines how much space is left in a release. Schultz-Qwest stated that currently Qwest can assign a preliminary level of effort to each CR, but until a CR is clearly defined Qwest cannot do a truly accurate Level of Effort. She stated that a final Level of Effort is performed when the packaging is done. Wicks-Allegiance stated that he was not clear on the packaging process. He stated that if the top four prioritized CRs were all extra large, then all four couldn't possibly be done. He asked how Qwest comes up with the proposed packaging and stated that there was a strong possibility that a CR would never make it into a package. Jacobs-Qwest described the prioritization, business and system requirements, and packaging process and provided a graphic for the CLECs to use to understand the process(See Attachment 9). Filip-Qwest asked Jacobs-Qwest to clarify the packaging decisions. Jacobs-Qwest stated that there other variables considered when package recommendations are made. She stated that there was also consideration given to coding similarities between CRs, and legacy system synergies with candidates. Zulevic-Covad asked how the number of hours available to the release was computed. Jacobs-Qwest stated that the number of required hours were based on the resources available. Filip-Qwest stated that the real size of the "release plate" was determined by the IT budget. Jennings-Fader-PUC stated that one factor is employee skill and the number of available employees. She asked if Qwest would hire additional resources via contract labor if a CLEC was willing to fund a specific project. Jacobs-Qwest stated that such situations were called Bona Fide Requests (BFRs). These projects are funded by CLECs. Lee asked if Qwest could elaborate on the sizing criteria. Schultz-Qwest stated that initial sizing is merely an educated guess. Schultz asked Jacobs if Qwest tracked LOE by CR, and if Qwest could use this information as an audit to show the true division of labor. Schultz continued that this would show equity of labor from release to release. Jacobs-Qwest stated that estimates for each CR could be provided at packaging and commitment. She explained that it is impossible to provide hours to any great



detail early in the process. Osborne-Miller-AT&T stated that SBC could give CLEC an estimate of the hours required for a particular CR when it was accepted. Lee stated that SBC called this estimate a "super SWAG" and that the other ILECs follow this model of initially estimating the LOE. Zulevic-Covad stated that a numeric estimate, even if it was a "super SWAG", would be more helpful than the current T-shirt sizing, i.e., Small, Medium, Large, Extra Large. Jennings-Fader-PUC asked if Qwest reviewed all candidates through business and systems requirements. Jacobs-Qwest stated that Qwest did business and systems requirements beginning at the top of the prioritized list and continued down the list until the available resources were exhausted. Jennings-Fader-PUC asked if every project Qwest committed to was worked to completion. Jacobs-Qwest stated that was generally true, although occasionally as a project moved through development it may be determined that the amount of work was far greater than what Qwest had estimated and it was necessary to drop it from the current release. Wicks-Allegiance asked if there was a way to keep certain CRs ever from being implemented. Jacobs-Qwest stated that a CLEC could use the BFR process. Clauson-Eschelon stated that CLECs want visibility into the entire process for all CRs. She explained that CLECs were not sure that Qwest was identifying all the resources available to work on each release. She emphasized that CLECs must be able to see all of the resources available to CLECs and Qwest. She continued that there is inequity for Qwest CRs. She explained that there is initial work done on each Qwest CR before they are introduced into CMP. She asked why Qwest should get half of the plate for each release when CLECs are the ones who are supposedly benefiting from these changes. Schultz-Qwest stated that Qwest was not proposing eliminating Qwest CRs from the CMP. She stated that there were some CRs Qwest initiated to streamline the Qwest business, and that not all Qwest CRs were for CLEC benefit. Clauson-Eschelon stated that all CLEC CRs were initiated and prioritized for CLEC benefit, and that Qwest CRs should be treated in the same manner. Routh-Qwest stated that Qwest has a big bucket of Qwest CRs that cannot get done. Clauson-Eschelon stated that her company had to compete with the other CLECs to get important Eschelon CRs prioritized, and Qwest CRs should be treated the same. She stated that there might be a CR which is extremely important to only one CLEC which is never included in a release. She stated that Qwest's most important CRs were always included in the release. She stated that Qwest and all the CLECs make up a community of carriers in which each carrier should have an equal voice and that Qwest did not have the right to decide what was best for the community. Travis-WorldCom and Wicks-Allegiance stated that they agreed with Clauson. Quintana-PUC asked if the 50% of the release dedicated to Qwest CRs could be used for non-regulatory mandated CRs like court decisions or industry guidelines without dates. She asked if the CLECs should have a say in when these standards should be implemented. Filip-Qwest stated that Qwest is concerned with a process which granted each carrier an equal amount of authority to include CRs in a release. She stated that Qwest needed to include performance measurement improvement CRs that, if not implemented, could cost Qwest penalty money. She also explained that there were instances where Qwest had satisfied regulatory CRs with manual systems and could not get mechanized process CRs prioritized. Not having these mechanized processes was costing Qwest money. Clauson-Eschelon stated that Qwest was now seeing what the CLECs had to deal with. She stated that the penalties that Qwest was facing were to compensate the CLECs for their expense of waiting to have their CRs completed. Filip-Qwest stated that the difference was that the CLEC business plan is partially dependent on the CMP, and as it stands today, all of Qwest's business plan is up for prioritization. Clauson-Eschelon asked why Qwest's business plan was more important than Eschelon's. She stated that her entire business is dependent on Qwest. Lee asked the Team how this issue could be reconciled. Clauson-Eschelon stated that she would like to add an option to prioritize all CRs that did not have mandated completion dates. Jacobs-Qwest asked if PID/PAPs fit into regulatory mandated CRs. Jennings-Fader-PUC stated that they did not. She stated that she was under the impression that Qwest was already meeting all PIDs. Filip-Qwest stated that the PID standards change continuously as PIDs evolve. Jennings-Fader-PUC stated that PIDs were not regulatory mandates, but contractual obligations. Filip-Qwest stated that Quintana's explanation that PIDs were contractual, not regulatory, was not quite accurate. She asked how much right Qwest had to decline to honor these contracts. Quintana-PUC stated that Qwest voluntarily entered into this agreement. Ford-Qwest stated that at this point it is not very voluntary. Quintana-PUC stated that this is an internal decision Qwest

made to seek 271 relief. Quintana-PUC stated that Qwest and individual CLECs can negotiate PIDs. Clauson-Eschelon asked what the relationship between the CMP and the Qwest/CLEC contracts. She stated that Eschelon had not opted into the SGAT, but that Qwest was introducing SGAT focused CRs as mandatory. She stated that she was uncomfortable that Qwest was arguing that this is not a voluntary process. Jennings-Fader-PUC stated that she felt Clauson-Eschelon was absolutely right. Clauson-Eschelon continued that it is not an issue of whether or not Qwest is entering into these contracts, because they already have. She asked if Qwest could identify the list of PID changes that Qwest will need to make in the next year. She stated that she felt the Team could arrive at an agreement for those particular changes. She concluded that this ensures that the Team is not drafting the CMP to an exception, rather than a rule. Menezes-AT&T stated that his comment would mirror Clauson's. He asked if there were a few changes that Qwest was particularly concerned with. He stated that if Qwest is saying that there are CRs that must be completed by a certain date then Qwest must tell CLECs the reasons for that date. He asked if Qwest had already done this. Jennings-Fader-PUC stated that Qwest had not done this. Ford-Qwest stated that Qwest was taking a voluntary position, but that as it moved to implementation the position didn't feel very voluntary. Clauson-Eschelon stated that Qwest should identify to CLECs the reasons it is no longer in a voluntary position. Menezes-AT&T stated that he agreed with Clauson and that he was concerned that this was an open-ended issue. Qwest asked to caucus. During the Qwest caucus period the CLECs also caucused.

When the caucus period concluded, Clauson-Eschelon began the discussion. She stated that during the CLEC caucus they agreed that if Qwest had a CR that was designed to eliminate penalties, but that was not prioritized, Qwest could do the equivalent of an internal BFR. That way the Qwest CR would not be implemented at the expense of a CLEC CR. She continued that this didn't mean that the Qwest CR shouldn't be brought to CMP. Zulevic-Covad stated that this only worked if Qwest identified the entire bucket of resources available for CLEC and Qwest CRs. Jacobs-Qwest asked if a business-to-business contract which required system work was up for prioritization. Clauson-Eschelon stated that it was and that contracts had provisions for what happens when Qwest cannot live up to its end of an agreement. Jacobs-Qwest asked if a CR based on a contract requiring systems work must be prioritized. Clauson-Eschelon stated that it would need to be prioritized. She continued that Qwest should have the systems work ready when the contract is signed and not have to force systems work through the CMP after the contract is signed.

The meeting broke for lunch.

#### **IMA 10.0 Discussion – Open to All CLECs**

An hour of the CMP Redesign session was allowed to the CMP Systems team members to discuss five CRs that Qwest identified as 'regulatory' changes. This session of the meeting began by re-capping the options for Prioritization to those who joined the call before proceeding to the five CRs.

Schultz-Qwest described the four options to Liz Balvin-WorldCom and Tom Dixon-WorldCom. The options were: 1) Splitting the release 50/50 between the CLECs and Qwest, 2) Allowing the CLECs and Qwest to implement their top five CRs, 3) Creating a model like the New York model with dedicated development teams to Qwest and the CLECs, and 4) Keeping the process as is. She stated that Qwest understood that PID/PAP CRs were not regulatory, but that until the CMP Re-Design reached an agreement on prioritization Qwest would leave them on the list. Schultz then began a review of the five CRs designated as regulatory by Qwest (see Attachment 9). She stated that there were three PID/PAP CRs. Dixon-WorldCom stated that PID/PAP CRs might still be subject to further action. Quintana-PUC asked if it was realistic to push the PID/PAP CRs back. Thompson-Qwest stated that in two weeks Qwest would complete the business and system requirements for those CRs. Quintana-PUC asked if the PID/PAP CRs were dropped if CLEC CRs could be accommodated. Thompson replied that there probably wouldn't be time for developing requirements for other CRs. Clauson-Eschelon stated that the CLECs did not agree that PID/PAP CRs should be omitted from prioritization. She stated that she believed the only

way to include them in the release was to ask for CLEC permission. Quintana-PUC stated that she thought Qwest could bring a finite list of CRs related to PID/PAP for the next four or five releases so they could be reviewed by the team. Crain-Qwest stated that the three PID/PAP CRs for 10.0 were designed to improve flow through rates. He also stated that in CPAP there is a graduated list of flow through rates Qwest must meet, and which go up every 6 months. Qwest negotiated this with the specific understanding that these 3 CRs would be included in 10.0. Balvin-WorldCom asked if these CRs were for a specific product. Thompson-Qwest stated that each CR is focused on a specific situation and each flow through improvement is for a specific product. Crain-Qwest stated that in ROC the participants are at an impasse over an issue where CLECs are demanding quicker flow through. Clauson-Eschelon stated this issue is not whether the CRs are included in 10.0 or not, but whether they are included in 10.0 at the expense of a CLEC CR. Jacobs-Qwest stated the packaging for 10.0 was scheduled for January 2002. Crain-Qwest asked if the CLECs would not prioritize the flow through PID/PAP CRs for 10.0. Clauson-Eschelon stated that the CLECs might not prioritize the CRs for 10.0 in a re-prioritization. Balvin-WorldCom stated that if the CLECs re-prioritized the 10.0 CRs it might delay the process for all CRs in the release. Jacobs-Qwest stated that packaging in January would be done based on what was decided in the next two weeks. Clauson-Eschelon asked if it was a given that some CRs would get bumped. Crain-Qwest stated that it was not. Menezes-AT&T stated that the three PID/PAP CRs should be removed from the release if prioritized low, because there would then be room for other CLEC CRs that were prioritized ahead of these. Quintana-PUC asked if there were CLEC CRs which could be included in the release if the Qwest CRs were dropped. Jacobs-Qwest described the BFR process to Thompson-Qwest. She stated that if the PID CRs came off the table Qwest might be able to package additional CRs based on the variables. Clauson-Eschelon stated that from the Qwest perspective these CRs were still included in the release, and from the CLEC perspective they should not have been. She asked why Qwest needed two more weeks to decide if the CRs were going to be included in the release. She stated that Qwest was wasting valuable time. Dixon-WorldCom stated that two of the five CRs might be included in the release, but that he believed that three PID/PAP CRs were up for discussion. Jennings-Fader-PUC stated that she was confused. Crain-Qwest stated that all five were at issue, but that the proposed BFR process only applied to three since the other two should be considered mandates. Clauson-Eschelon stated that regulatory CRs with mandatory implementation dates are the only ones that the CLECs agreed would be included in a release without prioritization. Lee asked if Qwest could provide citations for the CRs that Qwest considered as mandates. Menezes-AT&T asked if Qwest did business and systems requirements for more CRs than can be included in the release. Jacobs-Qwest stated that they often do. Thompson-Qwest stated that the current situation is fluid. Menezes-AT&T stated that the CLEC position was a fear that there is a risk of delay of the release if Qwest were to try to include more CRs. He stated that he wanted Qwest to do more definition now. Crain-Qwest stated that more candidates would be defined than can be included in the release. Menezes-AT&T stated that the reason Qwest was getting pressure from the CLECs was because CLECs felt that time was passing and CLECs were receiving no answers to questions they had been asking for five weeks. Ford-Qwest stated that one mandated CR number was necessary to satisfy the UNE Remand Order (3<sup>rd</sup> Report in the Order, November 5, 1999). Clauson-Eschelon stated that she would like Ford's statement in writing. Jennings-Fader-PUC asked if there was a mandatory implementation date. Dixon-WorldCom stated that he did not recall a date. Jennings-Fader-PUC asked why Qwest was saying that this CR was mandated to be included in 10.0 rather than 11.0 or 12.0. Crain-Qwest stated that this is something that Qwest implemented as a manual process to be in compliance and that this was Qwest's first chance to mechanize. Jennings-Fader-PUC asked why Qwest was stating that the change was mandated if Qwest was already in compliance with a manual process. Crain-Qwest stated that mechanization was part of the process to satisfy the mandate. Jennings-Fader-PUC asked if this was a business efficiency question. Crain-Qwest stated that it was an issue to efficiently satisfy the mandate. Jennings-Fader-PUC asked Qwest if they were currently in compliance. Crain-Qwest stated that the process required mechanization. Jennings-Fader-PUC stated that Qwest had not answered the question. Crain-Qwest stated that it was a question of being efficient in meeting the mandate. Jennings-Fader-PUC asked Qwest if it wasn't Qwest's responsibility to approach the commission to revise rates if costs were higher due to a manual

process. Clauson stated that the Team was now talking about a situation where Qwest had submitted a regulatory CR to avoid prioritization and that if Qwest had followed the CR process the CR discussion would determine if the CR was a mandate or not. The team then reviewed the CR associated with number pooling (CR #30831). Thompson-Qwest stated that there was no regulatory paragraph to support this issue. Rather, he stated that the order in its essence requires certain number allocation. Thomson explained that if IMA 10.0 doesn't change this interface all future Qwest and CLEC queries could fail. Quintana-PUC asked if Thomson was citing the national number pooling order. She stated that pooling was implemented some time ago, and asked Thompson what Qwest had been doing over the last nine months. Thomson stated that Qwest had been in compliance using a manual process. Clauson-Eschelon asked if this was a FCC order. Quintana-PUC stated that it was. Crain-Qwest asked the CLECs to allow Qwest to caucus.

When the parties had finished their caucus, Crain-Qwest stated that Qwest would be willing to pull the mechanization of OC-n (CR #27029) out of the release. He stated that he still wanted to have discussions about mandates and the associated mechanization. He also stated that CR #30831 was something that must happen or the system could fail. He stated that the parties would discuss the issues again in two weeks. Thompson-Qwest stated that there could be affinities between CR #30623 and that he would write an e-mail describing those affinities (Action item 193). Dixon-WorldCom asked if the affinities were so close that Qwest had to do both CRs. Thompson-Qwest stated that they were. Clauson-Eschelon stated that this discussion exemplified how a CLEC CR had to go through the CMP process and how Qwest had unilaterally decided to implement a Qwest CR. Clauson-Eschelon continued that she appreciated Qwest taking the mechanization of OC-n out of the release and emphasized that if Qwest ever again wishes to implement this CR it must submit the CR through the CMP processes. Crain-Qwest stated that he agreed and that he would address the issue again on Dec 10<sup>th</sup> or 11<sup>th</sup>. Thompson-Qwest stated that the Team would address the PID/PAP candidates on the 10<sup>th</sup> and 11<sup>th</sup>. Jennings-Fader-PUC stated that she wanted to be clear about what Qwest had agreed to today. She stated that CR #27029 was to be pulled from the release and that the resources from that project would be diverted to other CRs. She stated that Qwest wanted the CLECs to agree that the number pooling CR was a regulatory CR, and that Qwest was going to include it in the release regardless of CLEC approval. Crain-Qwest stated that Qwest would not include it in the release if the CLECs didn't want it included. Menezes-AT&T stated that it was unreasonable to ask the CLEC to agree with the CR when it had been presented with so little supporting information. He continued that AT&T would not concur without supporting information. He then stated that Qwest could go ahead and include the CR in the release if it so wished. He stated that the CLECs needed the information in writing. Dixon-WorldCom asked if there was any reason that Qwest couldn't send out an informational email for CLEC review and approval. Clauson-Eschelon stated that it was unreasonable to expect the CLECs to respond quickly. She stated that the only reasonable thing to do was to admit reality. She stated that the reality was that this was not an agreement because Qwest had forced the CLECs to agree. She stated the CLECs should only agree to work on defining the process for the future. Crain-Qwest stated that Qwest would not characterize these five CRs as being agreed to, and that Qwest would work with the CLECs to improve the process going forward. Lee asked the Team to proceed with 30831. Schultz-Qwest stated that after the first prioritization that there were CLEC CRs that Qwest had worked to develop business and system requirements on. These CRs were not prioritized as highly in the second prioritization so Qwest could try to include these CRs in 10.0. Wicks-Allegiance stated that Qwest should produce a list of other changing PIDs so that the CLECs could understand what needed to be addressed. Jennings-Fader-PUC stated that she was confused about what Qwest had said. She stated that there was a two week window before the completion of system requirements for 10.0. Thompson stated that he would send an explanation of why CR 30831 was necessary for the system to operate (Action item 194). Menezes-AT&T stated that Thompson should email the documentation along with the explanation of Qwest's interpretation. He continued that the CLECs have been asking for this explanation for three Redesign meetings. He stated that they just wanted clarity regarding why the CRs were designated as regulatory mandates. Quintana-PUC agreed with Menezes stating that the CLECs

need information to make informed decisions. Clauson-Eschelon stated that the CR initiation process must be redone to include providing detailed requirements for every CR. Clauson-Eschelon stated that Qwest needed to provide detailed information on all CRs. She stated that she was concerned that the CRs being discussed just relieved Qwest of penalties without improving performance for the CLECs. Wicks-Allegiance stated that Qwest should write all five CRs up with complete supporting documentation to show the CLECs the necessary information. Schultz-Qwest stated that she would extend Action item 171 to cover this action item. Clauson stated that Qwest must put a great deal of detail into these CRs and include links to the supporting documentation. Lee asked that the Team put the prioritization discussion on hold.

Schultz-Qwest asked if the CLECs would agree to a 60/40 split of the release plate. Clauson-Eschelon stated that the CLECs each wanted the same portion of the plate that Qwest had. Hines-WorldCom asked how Qwest would determine percentage. Schultz-Qwest stated that it would be based on developer hours. Lee suggested that Qwest propose some percentages. Wicks-Allegiance stated that percentages were not equitable, and that the Team should stick with what was currently being implemented. Jennings-Fader-PUC stated that all CRs must go through prioritization except for those regulatory or industry CRs which had mandated implementation dates. She stated that all additional CRs not prioritized would only be allowed via the BFR process. Clauson-Eschelon stated that the Team needed to make the language clear that the BFR process can't be used for CRs that have not gone through the CMP. She reiterated that there must be a control of Qwest's BFR options. She also stated that there was a great deal of work to do for Qwest to clarify its process for sizing and Level of Effort determination. Jacobs-Qwest asked if Qwest should include hours in the language. Clauson-Eschelon stated that the CLECs needed to understand the overall process for sizing before they could begin to draft language. Menezes-AT&T stated that the discussion might lead to more questions. He asked that Qwest distribute its internal M&Ps to the CLECs. Jacobs-Qwest offered to describe the process.

#### **Schedule of Future CMP Redesign Working Sessions**

After a short break the team determined the calendar for future working sessions (see Attachment 15). Clauson-Eschelon stated that the CMP Redesign meeting should only be three days per month because of all the off-line meetings which were occurring. Menezes-AT&T stated that the meetings were a lot of work. He stated that he thought they ought to cut back on the number of meetings. He stated that there was no reasonable expectation to finish CMP Redesign in two months. Wicks-Allegiance stated that the Team had already made a great deal of progress. He stated that this Team had accomplished much more than the other ILECs. Zulevic-Covad, Hicks-Worldcom, and Wicks-Allegiance expressed a need to move forward to complete the CMP redesign. Therefore, the Core Team agreed to a schedule of working sessions through April, 2002 with agenda elements and location to be determined at a later time. The Team also agreed that on day 1, the meeting would begin at 10 am Mountain Time to allow for travel, there will be a working lunch, and the meeting to still end at 5 pm Mountain Time. All subsequent days to each working session will begin at 9 am Mountain Time and conclude at 5 pm Mountain Time.

#### **Level of Effort (LOE) and Packaging CR Process**

Jacobs-Qwest then began describing the LOE and packaging process. Clauson-Eschelon stated the Team should look at this as a carrier process where all the LECs were carriers in the same community. She stated that all CLECs wished to see the documentation supporting what Jacobs was describing. Jacobs-Qwest stated that those details were proprietary and unnecessary. Menezes-AT&T stated that he would like to see the documentation as well because he felt prioritization was so central to CMP. Clauson-Eschelon repeated her request and asked that Qwest take it as an action item (Action item 196). Clauson-Eschelon asked how Qwest goes about deciding on the size of the release plate. She repeated that she needed both a high and low level understanding before she could even begin to address language. Jacobs-Qwest described that Qwest IT operated on a budget, as probably, the CLECs IT departments did.

Clauson-Eschelon asked if there were Qwest wholesale and retail IT groups. Jacobs-Qwest stated that there were dedicated IMA and CLEC systems personnel. Menezes-AT&T asked if back-end systems could serve both wholesale and retail. Jacobs-Qwest stated that they could. Clauson-Eschelon asked if it was always clear whether a project was wholesale or retail. Jacobs-Qwest stated that there were projects which crossed into both departments. Bahner-AT&T asked if there were forecasts for both retail and wholesale IT budgets. Jacobs-Qwest stated that the budgets were based on estimates submitted to the Qwest leadership. Clauson-Eschelon asked if Jacobs knew what the total number of available development hours available when the CLECs prioritized the CRs for the release. Jacobs-Qwest stated that Qwest knows the number at the time, however it could change based on budget changes that take place. Menezes-AT&T asked how Qwest applied resources for major and point releases. Jacobs-Qwest responded that major releases are typically larger, so more resources are applied. Clauson-Eschelon asked if there were examples of projects like the appointment scheduler that Qwest was working on without CLEC review. Jacobs-Qwest stated that, under the new process, those types of CRs would be submitted to CMP. Jennings-Fader-PUC asked how the CLEC BFR fit into this process. Jacobs-Qwest stated that she hadn't seen a CLEC BFR occur yet, but that Qwest would staff up with the BFR funding to complete the designated project. Clauson-Eschelon asked when the CLECs would see the first refined LOE. Jacobs-Qwest stated that Qwest would publish that at packaging. Clauson-Eschelon asked how long the business and systems requirements took. Jacobs-Qwest stated that the business and systems requirement development usually took around 8 to 10 weeks total. Clauson-Eschelon stated that she needed information on why and how CRs were packaged. Bahner-AT&T asked if there was a formula used to compute LOE. Jacobs-Qwest stated that the LOE estimates were defined based on the requirements developed during the business and system requirements and design. Bahner-AT&T asked how Qwest accounted for changes in a CR. Jacobs-Qwest stated that Qwest would present changes made to a CR size identified during definition and design at the CMP Monthly Meeting. Bahner-AT&T asked where the point of no return was. Jacobs-Qwest stated that it occurred at commitment. Menezes-AT&T asked if the Qwest IT department drew a line below which no work was done immediately after prioritization. Jacobs-Qwest stated that was not the process she used, but that resources were assigned until there were no more resources available. Jacobs-Qwest recorded the following statements on the white-board as proposed language for the Team to consider under Prioritization:

"Qwest will provide any concerns on candidate size or complexity during the business and systems requirements phase via an emergency call or CMP meeting."

"Qwest will provide estimates of candidates and total capacity at packaging and commitment."

Clauson-Eschelon asked if there was a flow of documentation available to Qwest IT that could be made available to CLEC IT personnel. Jacobs-Qwest stated that the documentation Clauson was referring to for IT implementation was called network disclosure. She also stated that Qwest provided options of CR implementation in the initial Qwest response to a new CR.

The Team then discussed the Thursday agenda. Clauson-Eschelon asked that the Gap Analysis be postponed from the Dec 10-11 session to the January session. Lee agreed to change the deadline for the Gap Analysis to 1/11/02 at noon mountain time. Lee asked all Core Team companies to provide a gap analysis to Jim Maher by January 11. The analysis shall contain the results of reviewing the Master Redline against existing documents such as COIL, current CICMP frameworks, etc.. Lee will format the input from all Team companies into a matrix that will be distributed to the Team prior to the January 22-24 session for discussion.

#### **Thursday, 11/29/01**

The meeting began with Lee reviewing the revised agenda for the day. Schultz-Qwest discussed the history of the interim Qwest Product Process CMP document (See Attachment 11). She stated that the document began with Susie Bliss' presentation on 10/3 to which the CLECs responded. She stated that a subsequent subcommittee had met to determine the changes that alter CLEC operating procedures. Clauson-Eschelon stated that the list drafted by the subcommittee was never adopted by the entire CMP Redesign team, and that there should have

been a follow-up meeting that never occurred. Bahner-AT&T agreed. Schultz-Qwest asked the CLECs what changes they felt were covered under the interim process. Wicks-Allegiance stated that Qwest's enforcement of an existing, but presently relaxed, policy or procedure should be considered a change that altered CLEC operating procedures. Schultz-Qwest stated that she agreed and that in such a situation Qwest would notify the CLECs, but not issue a CR. Wicks-Allegiance stated that was correct. Menezes-AT&T asked Schultz to repeat the four items that the subcommittee determined did alter CLEC operating procedures. Schultz-Qwest stated that they were: TN changes, Fax number changes, LSR field changes, and interval changes, or the way Qwest interpreted an interval. Schultz continued that it had been difficult administering the process with the list of four items. She stated that Qwest personnel are not sure what to do if they are making changes that alter CLEC operating procedures and the change is not on the list. She stated that she did not want to leave this decision to individual employees and felt it was much better for all parties if Qwest employees could use a list of non-altering changes to determine if they should submit a CR. In this situation, if an employee were in doubt because their proposed change was not expressly included in the list they would submit a CR. She stated that this was the reason she had compiled a list of non-altering changes for the CLECs to review. She stated that this list was a starting point. She also stated that included on the list were two buckets of non-altering changes; those that required a notice 15 days in advance of implementation, and those that could be implemented immediately (see Attachment 12). Schultz requested CLEC comments on the list. Schultz next asked a question about CLEC comments to Qwest changes to documentation. She asked what the CLECs wanted Qwest to do with a final document after Qwest had received, reviewed, and replied to CLEC comments. Clauson-Eschelon stated that she agreed that the list of non-altering changes would be easier for Schultz to administer. She also stated that "changes that do not alter CLEC operating procedures" was not an accurate description of this list in the long term. She explained that not all changes due to the 271 workshop affected Eschelon and that she felt that the interim process only applied to 271 and OSS testing. She stated that Eschelon could not tell what the changes were in the Qwest documents because Qwest was not redlining anything. Schultz-Qwest stated that Qwest was redlining documents today. McNamara-Qwest stated that Qwest was redlining documents based on the four criteria which the subcommittee had designated as altering CLEC operating procedures. Clauson-Eschelon stated that redlining was important to show all changes. Menezes-AT&T stated that CLECs should see redlining for all changes. He stated that CLEC impacting documentation changes should precipitate a CR in addition to redlining. Clauson-Eschelon stated that this was an example of why we shouldn't have subcommittees. Menezes-AT&T stated that all subcommittee meetings should be reviewed at the CMP Redesign meeting. Clauson-Eschelon stated that the CLECs expect all product documentation changes to be redlined. She continued that if Qwest wants to use the interim process for documents other than PCAT and Tech Pubs then she wants to have more discussion of the process. She stated that if a change doesn't come out of 271 then Qwest shouldn't make any changes. She stated that only mandated changes are eligible for the interim process. She stated that an example of this was the optional testing CR. Menezes-AT&T asked how this applied to the EDI implementation guide. Clauson-Eschelon asked if Qwest was sending notifications on any changes Qwest was making. McNamara-Qwest stated that Qwest was. Clauson-Eschelon asked why Qwest couldn't attach a redline to the notice. McNamara-Qwest stated that there were a number of versions of changes to every document, and that the production version of the document was in HTML format and that redline documents needed to be in downloadable word format. She stated that there was significant effort involved in converting the versions from one format to another. Quintana-PUC asked if Qwest was using a change log. McNamara-Qwest stated that the change log goes out with the notification. Menezes-AT&T stated that it should be a historical change log. Schultz-Qwest stated that it was cost prohibitive for cosmetic changes to be presented as red-lined. Menezes-AT&T stated that cosmetic changes should be identified in the change log. He asked if Qwest was making changes based on OSS testing responses. McNamara-Qwest stated that many of the changes had been driven by OSS tester comments. Clauson-Eschelon stated that responses to OSS testing were the only intended purpose of the interim process. She stated that OSS testing changes are the exact reason for redlining. She explained that CLECs only want to know what the changes are, and that redlining and keeping a history log were the best way to do this. She



stated that the CLECs couldn't comment on the changes if they cannot see them. There was further discussion of the OSS testing procedures and the way that McNa affected the changes to the documentation.

Menezes-AT&T stated that he was confused about why Qwest couldn't understand what had been written in the interim process. He stated that the CLECs wanted everything redlined or highlighted and included in a historical log. He asked why this wasn't currently being done. Schultz-Qwest stated that this was not currently being done because the subcommittee defined changes that were not part of the workshops. Clauson-Eschelon stated that she had stated in the first subcommittee meeting that all language agreed to in a subcommittee had to be brought back through a formal CMP Redesign meeting. She stated that the subcommittee meeting only formed tentative language. She stated that she was unhappy that Qwest had implemented a tentative process that the CMP Redesign team had not approved.

The discussion then turned to Eschelon's concern that the interim process was broken because Qwest had introduced the additional testing CR. Schultz-Qwest stated that the CR was submitted to CLECs in good faith since Qwest felt it may be CLEC impacting, but was not expressly included in the list of four items. Clauson-Eschelon repeated her concerns with the additional testing CR and stated that Qwest was out of process. Schultz-Qwest stated that under the current process Qwest had the option of noticing CLECs of the change and implementing it. Menezes-AT&T stated that Qwest was breaking contractual obligations and restructuring contractual agreements without negotiations. Clauson-Eschelon asked how the team could keep a situation like the additional testing CR from happening again. Zulevic-Covad stated that any CR which Qwest submitted which had contractual impacts should state that its implementation did not override contractual obligations. Bahner-AT&T stated that she wanted to discontinue all subcommittees and bring all issues to the CMP Redesign team. Clauson-Eschelon stated that nothing should be implemented based on subcommittee action.

After a short break the meeting resumed with Schultz-Qwest requested the CLECs to explain why the interim process was for only changes which result from the workshops or OSS testing. She continued that if this were the case, all other issues would be handled under the existing CMP, and why, if that were the case did the "CLEC altering" list contain TN changes, for example, which clearly were not workshop related. Menezes-AT&T stated that he was not satisfied with the way the current CMP forced CLECs to dispute resolution if their CRs were denied. Zulevic-Covad asked why the additional testing CR wasn't managed through the same collaborative process as the collocation decommissioning CR was. He explained that the collocation CR had been submitted by AT&T in response to a Qwest notification. Steve Nelson-Qwest had met with the CLECs to discuss the CR, and asked them for ideas to handle the decommissioning. A collaborative proposal was developed and managed through CMP as a CR. He further explained that if any CLEC was not satisfied with the agreement, they were allowed to negotiate a separate agreement to their contract. Clauson-Eschelon stated that this is not a good model because it began with Qwest issuing a notice, when Qwest should have issued a CR. Clauson-Eschelon stated that Qwest should bring each product change it wishes to make to the CLECs as a CR for their comment. She stated that Qwest should have to request a change, rather than making an announcement. She stated that CLECs should have the option of denying Qwest CRs. Quintana-PUC asked how this was different from the current CR process. Clauson-Eschelon stated that under the current process CLECs couldn't veto Qwest CRs. Schultz-Qwest stated that the difference is that systems CRs are prioritized and product/process CRs are not. She explained that Qwest has never committed to stop doing business or allow CLECs to reject or deny Qwest CRs. Clauson-Eschelon stated that once Qwest agreed to submit CRs for product/process changes it was a fair assumption that Qwest would allow CLECs to accept or deny them. Quintana-PUC asked what the difference was between a notice and a CR. Schultz-Qwest stated that a CR gives CLECs 45 days advance notice of a pending change and solicited their comments. Clauson-Eschelon stated that CLECs believed they would have denial privileges. Wicks-Allegiance stated that the CLECs also want dialogue to modify the elements of a Qwest CR. Menezes-AT&T stated that he felt Qwest and CLEC CRs were handled differently,



because Qwest can deny CLEC CRs in both the product/process and systems arenas and CLECs cannot deny a Qwest CR. Schultz-Qwest stated that she wanted to see some definition around what was not CLEC altering. Clauson-Eschelon suggested that all Qwest changes become CRs.. Schultz-Qwest asked the Team to come up with a list of those changes that would require notification only. Quintana-PUC stated that she thought the Team could close the process and list today. Schultz-Qwest stated that Qwest had issues with CLEC denial of product/process CRs and suggested that the Team work to get more clarity around the notification list. Clauson-Eschelon stated that she wanted to see the redlining expanded. She asked if she could get a commitment from Qwest to the current interim process. Schultz-Qwest stated that the Team had identified gaps in their collective understanding. She stated it would take some time to clarify within Qwest what would get redlined. McNa-Qwest stated that anything that Qwest is adding is going on the notification form. She stated it would be confusing with multiple versions of a document in the holding tank. Clauson-Eschelon stated that she wanted the process to be easy for CLECs to use and asked that a definition of the specific changes be included in the notice. Schultz-Qwest explained the versioning process and the time intervals involved. She stated that Qwest was looking to CLECs for a list of changes Qwest could just send a notice on without redlining. Clauson-Eschelon asked if all substantive changes would be redlined in the future. Schultz-Qwest stated that she would discuss the issue with Sue McNa over lunch and bring an answer back. The meeting broke for lunch.

After lunch the Team agreed to discuss the documentation history log. Schultz-Qwest stated that during lunch she had communicated with Sue McNa. She explained the CLECs' underlying need was to have a clear delineation of what has changed. Schultz proposed that all changes would be tracked in the Historical Tracking Log. She stated small changes (in terms of size, not substance) could be redlined within the notification letter, and only large changes would be redlined in the holding tank. Wicks-Allegiance stated that Schultz's proposal sounded good as long as the Team agreed that any change could alter CLEC operating procedures and the timing would need to be scheduled accordingly. Clauson-Eschelon stated that the key was the format of the notification. She stated that the notice must be more detailed and clearly define what the changes were. Wicks-Allegiance stated that three to four page notices would be acceptable. Wicks-Allegiance stated that a history log entry would suffice for typo corrections and that all changes should be captured in the history log. Schultz-Qwest suggested that for changes that did not alter the meaning that Qwest include an entry in the history log but not notice the CLECs or redline the document. She suggested that changes that did not alter the meaning would include misspellings, punctuation mark errors, repeated word errors, renumbering to correct a typo, and correction of incorrect capitalization.

The Team next discussed the Qwest document versioning process and the impacts of changes on multiple versions in the holding tank.

The Team then discussed the format of the history log. The team agreed that the history log would be placed at the beginning of the document.

Clauson-Qwest stated that she was concerned that Qwest was making changes due to OSS tester questions and not noticing the CLECs. She asked if there were any situations where some changes became effective immediately. Schultz-Qwest stated that she could not adequately respond to this question now. She stated that Qwest would not intentionally implement a change that would affect the CLECs without notifying the CLECs. She stated that if Qwest felt a need to make a change like this Qwest would invoke the exception process. Clauson-Eschelon stated that if Qwest was not sure if a change was CLEC altering it should submit a CR. Schultz-Qwest stated that there was no documented process to capture what Clauson just stated. She explained that this was why she had been pushing to get clarity around what is CLEC altering. Clauson-Eschelon stated that Qwest must do its best to determine what is CLEC altering. She stated that Qwest should submit a CR for everything Qwest determines, using its best judgement, alters CLEC operating procedures. Clauson-Eschelon stated that she wanted the list of four CLEC altering items removed from implementation immediately and for Qwest to use common

sense for determining what was CLEC altering in the future. Wicks-Allegiance stated that if Qwest was in doubt, Qwest should submit a CR. Schultz-Qwest stated that it isn't practical to tell the thousands of people in Qwest to use their best judgement. She explained that she needed a guideline to operate within the next two weeks. She suggested that she continue to operate using the list of four items and that CLECs call her directly if they are noticed of a change that they felt was CLEC impacting. Clauson-Eschelon asked that Schultz send an email to Qwest personnel who might be making changes letting them know that the list of four was not valid. Schultz-Qwest agreed (Action item 198). Menezes-AT&T asked if there would be a different part of the log for each section of the PCAT. Kessler-Qwest stated that she would find out (Action item 203). The Team discussed the details of the history log and where versioning numbers would be placed on a document. The Team agreed that the version number should be on the top of a document. During this discussion Qwest took action items 200, 201, 202, 203 and 204.

Schultz-Qwest then stated that she had compiled a list of CMP improvements. (See Attachment 13, also Action items 177 and 178) Menezes-AT&T asked how this list was to be used. He asked that Qwest not use this list in its status filing. Schultz-Qwest stated that she didn't think it was in the filing.

The Team then reviewed the Issues/Actions Log—refer to Attachment 5.

**13G**

Reviewed pending closure at a subsequent CMP Redesign session.

**40**

Bahner-AT&T stated that she would review and close at the December meeting.

**42**

Schultz-Qwest stated that this was a two part item: 1) Notification techniques for network outages; and 2) Should Qwest incorporate this into the SGAT. She stated that Crain would address the second part at the next meeting. The CLECs also asked that Qwest clarify whether a CLEC could be notified via pager or email.

**51**

Menezes and Schultz discussed the definition of 'version' and 'versioning.' The Team agreed on the definition for 'version' and deleted the term 'versioning' which is no longer in the Master Redlined framework.

**53**

Menezes-AT&T stated that the action item should be closed, archived, and marked as an ongoing activity.

**68**

The Team agreed to cross reference this item to 176.

**69**

The Team updated the item with dates provided in the October and November status report.

**70**

Menezes-AT&T asked if this action should be closed. Lee stated that there was a mirroring action item. Menezes-AT&T stated that before he would agree to close this item he wanted to find the action item that mirrored this one exactly. Routh-Qwest read all new action items 198-204. Menezes-AT&T stated that none of those action items exactly mirrored the issue in 70. He stated that 70 was the entire issue of the process Qwest follows to make changes to documents. Schultz-Qwest stated that she would prepare a solution to the action item off-line.

**88**

Action was left open for a future session to discuss.

**89**

Action was left open for a future session to discuss.

**91**

Schultz-Qwest stated that this item was captured in the Terms document. Menezes-AT&T suggested that the Team add the first sentence of the definition of Good Faith to the end of the introduction and scope section. The document was modified and this item was closed.

Action items 93 and 94 were skipped for a future session to discuss.

**95**

Menezes-AT&T described the discussion that spawned the action item. He stated that he had a number of questions based on Qwest's proposed documents. He stated that he wanted to discuss his issues at the next re-design meeting. Schultz-Qwest agreed. This item was closed with related items #104 and 105 to remain open to address ATT's questions.

**99**

Schultz-Qwest stated that Qwest had provided language and that the CR could be closed. Menezes-AT&T stated that the CR should not be closed because the language had not been agreed to. Quintana-PUC stated that agreement on language is an agenda item, not an action item. Lee stated that 99 would be closed.

Action item 100 was skipped for a future session to determine elements.

**104 & 105**

The team reviewed the retail mail-outs included in the package. Quintana-PUC stated that she thought mailouts meant internal Qwest communications from retail to wholesale. Menezes-AT&T stated that he thought Qwest should close 95 and leave 104 and 105 open. He stated that he wanted to walk through the code of conduct document at the next meeting.

Action items 106 and 107 were skipped for a future session to discuss. The Team added a comment to Action item 108. The Team closed 109, skipped 110 for a future session, and closed 111. Menezes-AT&T stated that he wanted Action items 201, 202, and 203 referred to in the remarks of 111. The Team skipped 115, 116, and 126 to discuss at future sessions.

**131**

The Team engaged in a discussion of the merits of tables and bullets versus narrative. Menezes-AT&T stated that this action item should be re-opened at the conclusion of re-design. He asked that the Action item be closed.

Action item 132 was closed without comment.

**133**

Bahner-AT&T stated that she would like to take this action item back to AT&T for discussion. She stated that AT&T's position was that a point release could be impacting. Menezes-AT&T stated that if the definition of point release included the phrase "may be CLEC impacting" then the action could be closed. The definition for major and point were closed and the definition was modified. However, the action item remained open to define 'release.'

**137**

Menezes-AT&T recalled the history of the action item. He asked that the description be changed. The document was modified.

**138**

Menezes-AT&T recalled the history of the action item and stated that the action item could be closed.

Action item 139 was left open to discuss at a future session.

**140**

Menezes-AT&T made recommendations to change the language. Qwest agreed to review the timelines to see how easily they could be converted to calendar days. Menezes-Qwest stated that the action item could be closed.

Judy Schultz thanked the participants and adjourned the meeting.

## CLEC-Qwest Change Management Process Re-design

Nov 27-29, 2001 Working Session

## ATTENDANCE RECORD

## Core Team Members

11-27	11-28	11-29	Company	Last Name	First Name	Email	Phone	Comments
			Accenture	Powell	Mark			
x	x	x	Allegiance Telecom	Wicks	Terry	<a href="mailto:terry.wicks@algx.com">terry.wicks@algx.com</a>	469-259-4438	
x	x	x	AT&T	Bahner	Terry	<a href="mailto:Thahner@att.com">Thahner@att.com</a>	303-298-6149	
			AT&T	Finnegan	John			
			AT&T	McCue	Bill		Pager 888-858-7243 pin 108884	
x	x	x	AT&T	Menezes	Mitch	<a href="mailto:mmenezes@att.com">mmenezes@att.com</a>	303-298-6493	
x	x	x	AT&T	Osborne-Miller	Donna	<a href="mailto:dosborne@att.com">dosborne@att.com</a>	303-298-6178	
			AT&T	Van Meter	Sharon	<a href="mailto:svanmeter@att.com">svanmeter@att.com</a>	303-298-6041	
			Avista	Thiessen	Jim	<a href="mailto:jthiessen@avistacom.net">jthiessen@avistacom.net</a>	509-444-4089	
			Covad Communications	Doberneck	Megan	<a href="mailto:mdoberne@covad.com">mdoberne@covad.com</a>	720-208-3636	
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x	x	x	Covad Communications	Zulevic	Mike	<a href="mailto:mzulevic@covad.com">mzulevic@covad.com</a>	520-575-2776	
			Electric Light Wave	Gunderson	Peder	<a href="mailto:peder_gunderson@eli.net">peder_gunderson@eli.net</a>	360-816-3429	
x	x	x	Eschelon Telecom	Clauson	Karen	<a href="mailto:kclauson@eschelon.com">kclauson@eschelon.com</a>	612-436-6026	
			Eschelon Telecom	Powers	Lynne	<a href="mailto:lpowers@eschelon.com">lpowers@eschelon.com</a>	612-436-6642	
			Eschelon Telecom	Stichter	Kathy	<a href="mailto:klstichter@eschelon.com">klstichter@eschelon.com</a>	612-436-6022	
			Eschelon Telecom	Smith	Richard	<a href="mailto:Rasmith@eschelon.com">Rasmith@eschelon.com</a>	612-436-6626	
			Eschelon Telecom	Oxley	Jeffery	<a href="mailto:Jjoxley@eschelon.com">Jjoxley@eschelon.com</a>	612-436-6692	
%		%	Integra	Littler	Bill	<a href="mailto:blittler@integratelecom.com">blittler@integratelecom.com</a>	503-793-5923	
			McLeod	Sprague	Michelle	<a href="mailto:msprague@mcleodusa.com">msprague@mcleodusa.com</a>	319-790-7402	
x	x		Qwest	Filip	Dana	<a href="mailto:Dana.filip@qwest.com">Dana.filip@qwest.com</a>	303-992-2819	
x	x	x	Qwest	Ford	Laura	<a href="mailto:woode@perkincoie.com">woode@perkincoie.com</a>	303-291-2311	
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		x	Qwest	Kessler	Kim	<a href="mailto:Kkessler@qwest.com">Kkessler@qwest.com</a>	303-294-1617	
x	x	x	Qwest	Maher	Jim	<a href="mailto:Jxmaher@qwest.com">Jxmaher@qwest.com</a>	303-896-5637	
		%	Qwest	McNa	Susan	<a href="mailto:Smcna@qwest.com">Smcna@qwest.com</a>	303-965-8360	
x	x	x	Qwest	Mohatt	Gerry	<a href="mailto:Gimohatt@qwest.com">Gimohatt@qwest.com</a>	303-965-3934	

% = Participant was present on specific date via conference line

## CLEC-Qwest Change Management Process Re-design

Nov 27-29, 2001 Working Session

## ATTENDANCE RECORD

11-27	11-28	11-29	Company	Last Name	First Name	Email	Phone	Comments
X			Qwest	Nicol	John	Jnicol@qwest.com	303-896-0665	
x		x	Qwest	Rossi	Matt	mrossi@uswest.com	303-896-5432	
x	x	x	Qwest	Routh	Mark	mrouth@uswest.com	303-896-3781	
x	x	x	Qwest	Schultz	Judy	jmschu4@qwest.com	303-965-3725	
x	x	x	Qwest	White	Matt	Mbwhite@qwest.com	303-294-1638	
			Qwest	Woodcock	Beth	woode@perkincoie.com	303-291-2316	
			SBC Telecom	Lees	Marcia	Marcia.lees@sbc.com	314-340-1131	
			Scindo Networks	DeGarlais	Vince	vcedegarlais@scindonetworks.com	720-528-4207	
			Scindo Networks	Gavrilis	George	Gtgarvilis@scindonetworks.com	720-528-4193	
			Sprint	Evans	Sandy	sandra.k.evans@mail.sprint.com	913-433-8499	
			Sprint	Young	Barbara	Barbara.c.young@mail.sprint.com	541-387-9850	
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			WorldCom	Dixon	Tom	Thomas.f.Dixon@wcom.com	303-390-6206	
x	x	x	WorldCom	Hines	Leilani	Leilani.Jean.Hines@wcom.com	303-217-7340	
			WorldCom	Priday	Thomas	Tom.priday@wcom.com	303-217-4356	
x	x	x	WorldCom	Travis	Susan	susan.a.travis@wcom.com	303-390-6845	

## Other Participants

11-27	11-28	11-29	Company	Last Name	First Name	Email	Phone	Comments
x	x		Colorado PUC	Jennings-Fader	Mana	mana.jennings@state.co.us	303-866-5267	
x	x	x	Colorado PUC	Quintana	Becky	Becky.Quintana@dora.state.co.us	303-894-2881	
			CapGemini	Ferris	Robyn			
x	x	x	KPMG Consulting	Nobs	Christian	cnobs@kpmg.com	415-831-1323	
x	x	x	KPMG Consulting	Yeung	Shun (Sam)	shunyeung@kpmg.com	212-954-6351	
			Telcordia	Thompson	Nancy			

## Facilitator

x	x	x	XTel Solutions, Inc.	Lee	Judy	soylofu@pacbell.net	650-743-8597	
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% = Participant was present on specific date via conference line

## **FINAL MEETING MINUTES**

### **CLEC-Qwest Change Management Process Re-design**

#### **Tuesday, November 13 Working Session**

1801 California Street, 23<sup>rd</sup> Floor, Executive Conference Room, Denver, CO

Conference Bridge: 1-877-847-0304, pass code 7101617#

**NOTE:** These are FINAL meeting minutes Qwest developed following the one day working session. Draft minutes were circulated to the CMP Re-design Core Team Members in attendance on Nov 20, 2001. As of December 14, 2001, no comments were received from the meeting attendees.

## **INTRODUCTION**

The Core Team (Team) and other participants met November 13 to continue with the Re-design effort of the Change Management Process. Following is the write-up of the discussions, action items, and decisions made in the working session. The attachments to these meeting minutes are as follow-

## **ATTACHMENTS**

- Attachment 1: November 13, 2001 CMP Redesign Attendance Record
- Attachment 2: CMP Redesign Meeting November 13 Notice and Agenda – 11-8-01
- Attachment 3: CMP Redlined CLEC – Qwest Issues and Action Log 11-13-01
- Attachment 4: Qwest Proposed Regulatory Change and Prioritization Language – 11-08-01
- Attachment 5: Qwest Proposed CR Prioritization Language – 11-8-01
- Attachment 6: Qwest Proposed Interface Testing Language – Revised 11-13-01
- Attachment 7: Schedule of CMP Redesign Working Sessions – Revised 11-13-01

## **MEETING MINUTES**

The meeting began with introductions of the meeting attendees(See Attachment 1 - Attendance Record). Judy Lee reviewed the one-day agenda(See Attachment 2 – Meeting Notice and Agenda). The Meeting Notice indicated that there were documents that were posted on the web, and not included in the e-mail distribution package, in addition to the current practice of listing the documents in the Meeting Notice.. A change was requested that all documents to be reviewed at each Redesign session would be enclosed in the e-mail distribution package. Mitch Menezes of ATT stated that ATT did want to discuss some issues associated with the Redesign sessions. Menezes stated that at the end of the previous session it was stated that the team was almost finished with the CMP design work associated with OSS Interface. Menezes stated that ATT is concerned that when CLECs and Qwest identify items to be addressed later, those items may not get identified with the same level of detail that is discussed in the meetings. Menezes proposed that as we address issues that they be captured fully in the issues/action log and minutes so that we capture the context. Judy Lee stated that the team should identify and agree on the action items and that the issues/actions log would be updated in the meeting to capture the details of the issue. Menezes stated that ATT had several pages of issues that should be addressed by the

Redesign team. Menezes asked Judy Lee how the team would proceed to address open issues and close them. Menezes stated that open issues should be closed before the OSS Interfaces redesign is finished. Judy Lee stated that she would like to address the issues ATT had identified as part of the planned agenda for the Nov 27-29 Redesign agenda. Judy Schultz of Qwest asked Menezes to e-mail the document listing AT&T's concerns and issues so that they could be distributed to the team, and invited the other team members to do the same if they had issue lists. Schultz stated that Qwest would add the additional issues to the Issues/Actions log for review and clarification. The team expresses a need to understand ATT's issues and to determine if the issues should be included in the Issues Actions Log(See Attachment3). Tom Dixon of WorldCom stated that WorldCom had a similar list that had been developed by Liz Balvin of WorldCom. Lynne Powers of Eschelon stated that it was important that the context of all issues is captured to ensure adequate resolution. Dixon distributed the WorldCom list to the team. Dixon then stated that as we manage the Redesign that there be an effort to make sure we have identified and resolved all issues. Dixon stated that the team has agreed that certain interim processes could be implemented. Dixon also stated that at some point the team needed to review all the piece parts that had been developed and assemble them under the full agreed upon process to make certain that the pieces fit into an overall process. Terry Wicks of Allegiance and Karen Clauson of Eschelon agreed with Dixon's perspective of an overall review of the processes modified by Redesign prior to final implementation. Dixon also stated that the team needed to look at all CMP documentation currently in place and determine if all aspects of those documents had been addressed by the Redesign team. An action item was created and agreed to by the team as homework due December 3 from each Core Team Company(See Item # 176 on the Issues/Actions Log, Attachment 3). Judy Schultz of Qwest replied that this comparison to both the old CICMP process, OBF 2233 language, and other applicable documentation would be conducted prior to final approval. Dixon pointed out that Tech Pub 77375 had been distributed and that it was redlined based on processes this team had developed. Dixon stated it was important to identify all implementation dates that Qwest was developing.

Mitch Menezes of AT&T stated that he was unclear what processes were in place to get agreement from the CLEC community for implementation of interim processes. Lynne Powers of Eschelon stated that there needed to be a clear understanding of how and when processes were being implemented by Qwest and stated that the CLECs needed to understand these processes. Judy Schultz of Qwest responded that Qwest had brought interim changes that could be implemented to the CMP Monthly meeting for review and concurrence. Menezes asked if the CR initiation process that had been agreed to in the Redesign session had been reviewed. Schultz stated that this process and the associated process flows had been reviewed at the CMP Monthly meeting and that there had been no CLEC objections to implementing those processes. Schultz further clarified that as interim processes were developed in Redesign, Qwest would present those interim processes at the CMP Monthly meeting for approval. Powers stated that there needed to be a formalized method for presenting interim processes at the monthly meeting and for receiving CLEC acceptance for implementation. An action item (See Item # 177 on the Issues/Actions Log, Attachment 3) was created and agreed to by the team. Menezes asked what steps were being developed to determine that redesign efforts have been completed and agreed to by the CLEC community. Schultz replied that the output of the Redesign effort would be reviewed by the CLEC community for final approval. Schultz then asked how the CLECs desired to make the acceptance of Redesign processes more formal. Powers stated that the



CLECs should have a formal vote to formalize CLEC agreement. Powers stated that her concern is that the Redesign team has discussion, but the agreement on outcome from the discussion is not formalized. Karen Clauson of Eschelon stated the presentations of CMP process changes at the CMP Monthly meetings may be perceived as more of a heads up notification, and not as a question to the CLEC community of whether the process should be accepted or implementation. Terry Wicks of Allegiance stated that if all CLECs agree on implementing the interim process then a vote would not need to be taken. Becky Quintana of the Colorado PUC suggested that it was in Qwest's best interest to get a vote at the end of the Redesign process so that there would be no questions raised regarding why the processes were implemented, and it could be demonstrated that the CLECs had signed off on the implementation. Quintana stated that the CLECs should vote on accepting the final document versions and final processes once they were completed and agreed to in the Redesign effort. Terry Wicks of Allegiance stated that CMP processes and documentation will always be changing and that the Redesign team needed to develop a process for managing CMP changes. Dixon stated that when the Redesign team has finalized the new CMP process and documentation, the team would include a process for change control of CMP. To close on this discussion, Judy Lee clarified that each CLEC should go through their individual list of issues/concerns and e-mail those to Jim Maher of Qwest so they could be compiled and discussed at an agreed to Redesign session. Those lists would be distributed to the Redesign team. Menezes requested that time at the next Redesign session be set aside to conduct a comparison of the Redesign developed CMP processes to the old CICMP process and the OBF 2233 language. Menezes also stated that there were many outstanding issues and actions which needed to be addressed at the next session, and that the team needed to allocate the time for a comprehensive review.

Mitch Menezes of AT&T then stated a concern about the IMA 10.0 release, and the pending Qwest/CLEC meeting regarding six CRs that Qwest had designated as regulatory CRs for that release. Menezes stated that the meeting had been cancelled, and stated that it appeared that Qwest was going to implement the CRs as regulatory changes. Jeff Thompson of Qwest stated that work was progressing on these CRs. Menezes stated that he was concerned about the delay in addressing these CRs, and that it appeared that Qwest was being too casual about their response. Judy Schultz of Qwest explained that the meeting was delayed because so many CLECs could not attend the previously scheduled meeting due to the short notice. Menezes stated that having to wait an additional two weeks to get an answer from Qwest created delays to a situation that needed to be addressed and resolved quickly so that CLECs could determine whether to pursue escalation or dispute resolution. Karen Clauson of Eschelon stated that whenever Qwest indicated a CR was based on a regulatory change that Qwest needed to provide the supporting regulatory documentation. Lynne Powers of Eschelon stated that Qwest always should provide documentation related to the Qwest change. Schultz stated that it is extremely difficult to manage the CLEC expectations regarding CMP when there had not been agreement on what those processes should be. Schultz further stated that current processes did not address how these types of issues should be handled. Schultz stated Qwest was in a difficult position of trying to manage CMP between the existing processes and the processes being developed by the Redesign team. Bill Littler of Integra stated that Qwest should use the same methodology as used for redlining Qwest documentation. Littler stated that this process was addressed and agreed to by the CLECs, and that interim processes could be implemented in the same manner. Karen Clauson of Eschelon stated that the team couldn't agree to processes that have not been

adequately defined by the team. Dana Filip of Qwest stated that there is a misalignment of expectations, and that the team needed to define clear operating guidelines. Filip further stated the team seemed uncomfortable with moving interim processes into an implementation mode, which leaves Qwest in the position of trying to operate against existing CMP guidelines. Filip stated that current processes require that Qwest just notify CLECs of regulatory changes. Mitch Menezes of AT&T stated that it should not be unclear what is being done to implement the interim processes, and that at the last Redesign session the team agreed that the processes defined at that session would be implemented on an interim basis by Qwest. Schultz stated there appeared to be an expectation that processes should be implemented by Qwest that had not been finalized by the Redesign team. Schultz further stated that the CLECs had identified four criteria that should be used for determining if a change is CLEC affecting, and that Qwest has a dilemma due to the fact that Qwest sees many other items as CLEC affecting. Menezes stated that there are CRs that Qwest just sends through as a notification, and that if Qwest calls something a regulatory change then CLECs need to be informed as to what documentation supports the CR as regulatory. Menezes further stated that even in the existing CMP process, CLECs need an explanation of the six Qwest originated regulatory CRs and the supporting documentation. Jeff Thompson of Qwest stated that he was concerned that CRs were being reviewed based on a set of criteria that has not been agreed to. Schultz stated that Qwest did not have clear direction from the CLEC community on which processes should be implemented, and that it was difficult to anticipate CLEC expectations for CMP. Schultz cited that there did not appear to be agreement between the CLEC community concerning the Qwest initiated product/process CR process. Lynne Powers of Eschelon stated that there was no better way to identify and develop processes than to take examples of what was happening today and determine how processes should be changed. Becky Quintana of the Colorado PUC stated that the request the CLECs were making for the supporting regulatory documentation was warranted, and that not providing it could end up delaying implementation. Filip replied to that Qwest did not have a problem sharing the information, but that the issue was an administrative and timing issue. Filip stated that Qwest could meet CMP requirements going forward, but that the items that were being addressed today were items that had been in the pipeline and managed under old processes. Filip stated that implementation timeframes needed to be understood to ensure that Qwest provide agreed to information and responses back to the CLECs. Filip also stated that she wanted to be clear that Qwest was not asking to complete the entire Redesign process before beginning implementation of certain agreed to processes, but that the goal of the team should be to remove ambiguity from the process. Karen Clauson of Eschelon stated that she had an appreciation of the dilemma Qwest faced in managing the existing CMP and the processes that were being developed. Clauson stated that there needed to be discussion in Redesign about how to deal with this hybrid situation. Clauson suggested that Qwest and the CLECs identify what processes can be tested and use examples taking place today as a learning experience. Clauson further stated the CLECs would then not be surprised and could tell Qwest what they need in the process implementation. Terry Wicks of Allegiance stated that he thought we were going to use the interim processes for IMA 10.0. Judy Schultz responded that Qwest and the CLECs had not reached closure on OSS issues such as prioritization, and that Qwest was trying to be directionally correct and manage 10.0 requirements based on processes that had been discussed but not finalized.

Dana Filip of Qwest stated the team needed to develop a specific implementation plan, and evaluate items in the pipeline to ensure that clear objectives and agreed to implementation (See Attachment 3, Item #178).

Lynne Powers of Eschelon stated that the team needed to get the CLEC affecting criteria on the table and further defined. Judy Schultz of Qwest stated that the first meeting resulted in the identification of four items and the minutes were posted on the CMP Redesign website under the heading of Meeting Minutes. See "CMP Redesign CLEC-Qwest Conference Call, Oct 5 Final Minutes - 10-29-01". Schultz pointed out that the criteria that had been developed at this call covered more than regulatory items, and that it was understood that this list would be a living document. Schultz further stated that the CLEC sub-committee came together with the CLEC impacting items that was defined too narrowly, and the subcommittee expected that the list would grow and change. Powers stated that there needed to be two action items created; one for further defining what is CLEC affecting, and the other for identifying what is covered by interim processes (See Attachment 3, Items # 179 related to #110 and 180). Tom Dixon of WorldCom stated that in the Oct 10<sup>th</sup> CMP Status Report that it was expected that Qwest would implement interim processes as soon as practicable. Dixon also stated that in the Arizona TAG meeting there was discussion that an issue related to rejects after FOC be referred to the CMP. Mitch Menezes of ATT stated that this item was on the list of issues ATT had developed, and should be addressed by CMP. The team agreed with Judy Lee that this specific issue should be addressed at the CMP Monthly Product/Process meeting occurring on November 14<sup>th</sup>. Menezes stated he would provide the ATT issue list to the Redesign team for review at the next session.

The team began the review of the agenda item regarding the status of the Colorado CPAP. Becky Quintana of the Colorado PUC clarified the language for issues that could potentially be brought to the CMP. Quintana stated there were two options that were provided to Qwest by the Commission in the order; one was to bring CLEC affecting issues to a forum like the CMP and then provide the response to the Commission with the result being a compliance filing since the issue was addressed and resolved in an industry forum (impasse issues would be treated as full application type filings), and the other was to not use a forum at all for issues which would then cause the Commission to open a full application type filing with review and comment proceedings. Quintana stated that the forum approach with industry resolution would eliminate the need for a full Commission proceeding, and should be preferable to the industry for ongoing management and resolution of Qwest/CLEC issues. Judy Lee asked if there was a timeline for determining how CPAP would be managed. Quintana stated there was no fixed date. Mitch Menezes of AT&T stated that PID changes should be brought to the CMP. Menezes stated that there were several reasons why PIDs should be managed in the CMP, and those reasons were documented on the ATT issues list that was forthcoming. Tom Dixon of WorldCom stated that he is not aware of another forum other than CMP that exists for CPAP/PID review and changes. Dixon further stated that the current Redesign team may or may not be the right people to discuss PIDs, but a subcommittee could be established with time set aside to address PID issues. Quintana stated that the order left it open that any forum like CMP could be utilized for addressing PID issues. Quintana stated that the order was meant to cover more than PID issues with the intent being to address all CLEC affecting items. Karen Clauson of Eschelon stated that addressing these issues in CMP could be tried, and if that did not work then another forum could be created.

The team then began a review of the Prioritization process language that had been distributed by Qwest (See Attachment 4). Tom Dixon of WorldCom commented that within the master redline document this group had come to an agreement on what the definition of Regulatory Change was. Dixon questioned why new language had been created. Beth Woodcock of Qwest stated the language had been modified to make it clear that Qwest considered the PID and PAP items to be regulatory changes. Becky Quintana of the Colorado PUC stated that Qwest could always pay penalties if the PID measures were not met, and that these agreements were contractual rather than mandates. Woodcock stated that the fact that Qwest needs to meet these measures is the mandate, and that was why Qwest considered them as regulatory changes. Quintana stated the proposed language singled out PIDs, and it could be better to leave the language as more broad. Quintana asked why Qwest would single out just PIDs when there are several other metrics for performance measurement. Woodcock stated that Qwest must be able to make improvements, if necessary, to meet the performance standards. Tom Dixon of WorldCom replied that he agreed that should happen, but that those requirements did not make it a regulatory change. Mitch Menezes of AT&T stated we currently have the ROC and Arizona process in place to establish PIDs, and at the end of the process Qwest's goal is to pass the tests, get 271, and go into long distance. Menezes stated that Qwest should not use the regulatory change designation as a means of relief from payment obligations. Karen Clauson of Eschelon stated these types of changes should not be made without CLEC input. Clauson continued by stating that these Qwest changes would be made at the expense of the CLECs change requests, and the CLECs needed to prioritize these efforts. Judy Schultz of Qwest stated that it was possible that a Qwest initiated CR relating to PIDs could have a low priority from the CLECs and it would not be worked for several releases while Qwest was paying penalties. Clauson responded that this would indicate there are other changes that are more important. Liz Balvin of WorldCom stated that Qwest is obligated to provide non-discriminatory service, and the PAP is not an obligation. Jeff Thompson of Qwest asked if it is the CLECs perspective that CLECs could cause Qwest to pay penalties. Tom Dixon of WorldCom answered that was not the CLECs intent, and that Qwest had agreed to the PIDs. Dixon stated that if Qwest cannot meet the PIDs, then penalties should apply. Dana Filip of Qwest stated that Qwest has learned that in order to meet performance measurements there is a requirement for a significant amount of systems mechanization. Filip stated that the key question was what remedies were in place if Qwest changes relative to performance measures went through the prioritization process and remained at the bottom of the list. Becky Quintana of the PUC stated that the CPAP clearly states that if a CLEC is "gaming" the system to prevent Qwest projects from being prioritized, then that can be brought to the independent monitor to address those concerns. Beth Woodcock of Qwest asked how that mechanism would work if there were several CLECs involved. Quintana stated that it was the intent of the Commission to have fines assessed against CLECs who are "gaming the system". Liz Balvin of WorldCom stated that the CR process entails "selling" the CMP CLECs on the importance of a certain CR, and that the CLECs have always had to work their CRs in that way. Balvin stated that Qwest would need to do that same thing in order to generate support for CRs that Qwest considered important. Judy Lee redirected the team to the definition of a Regulatory change in the Master Redline, page 8 Roman numeral II and asked if the team was accepting the proposed language. Dixon stated the language should remain as written. Bill Littler of Integra agreed that the language should not be revised to accommodate these Qwest change requests. Beth Woodcock of Qwest noted that this definition,

including the proposed changes, applies to CLEC and Qwest initiated CRs. Woodcock further stated that there is a tie between PIDs and regulatory changes. Dixon responded that it could not be assumed that the CLECs would rather receive penalty payments than have performance measure met. Dixon stated that a business would be short-lived if it relied on penalty payment and that CLECs want to best serve their customers. Dixon stated that performance measure should be voted high in CLEC prioritization since they directly affect how well the CLECs could serve their customers. Becky Quintana of the Colorado PUC quoted from the CPAP, Section 17.12, where it states that Qwest and CLECs are protected from a "gaming of the process". Quintana also pointed out that CPAP is a contract between Qwest and the CLEC, and that this is a voluntary business arrangement. Quintana stated that this now becomes a voluntary contractual arrangement and not a regulatory mandate. Menezes agreed and stated that this becomes a contract between two parties and not a regulatory change. Karen Clauson of Eschelon stated that the language should define that a regulatory change request should include the mandate or order that drives that change.

Qwest then proposed to revisit the language after the team reviewed the overall prioritization language. Judy Schultz of Qwest read through the language proposed for Prioritization of Regulatory and Industry Guideline Changes (See Attachments 4 and 5). Schultz clarified that Qwest would try to build flexibility into the definition. Karen Clauson of Eschelon stated that it would be easier if there were separate language for industry guideline and regulatory changes. Clauson further stated that if there were a mandated time for implementation then that requirement would need to be incorporated into the language as well. Becky Quintana of the PUC stated that, in some cases, a regulatory change could have an implementation date that is two years away, so other CRs could be prioritized ahead of that change. Beth Woodcock stated that the proposed language addresses the situation where Qwest might have more than one release where the change could be made, and the CLECs could prioritize within those releases. Quintana provided an example of the LPIC freeze, and stated that Qwest had 2 years to implement the regulatory requirement. Beth Woodcock of Qwest stated there were concerns that a regulatory change should be implemented within a reasonable time. Judy Lee asked the team what language on Prioritization could be agreed to. Tom Dixon of WorldCom stated that there should be agreement that the CLECs prioritize all changes, and if there were a mandatory date then there would be compliance in meeting that date. Dixon went on to say that we are going to comply with regulatory orders, and yet all changes needed to go through the prioritization process. Liz Balvin of WorldCom stated that mandates would usually be the result of an item that CLECs had brought to the Commission. Judy Schultz of Qwest responded by asking how that would work when there was no specified date. Dixon replied that the CLEC community and Qwest would collaboratively decide on an implementation date. Becky Quintana of the PUC reiterated Balvin's comments that 90% of regulatory change mandates are the result of issues raised by the CLECs. Beth Woodcock of Qwest stated that there could be cases where there was no implementation date and there was a difference of opinion between the CLECs on what the effective date should be. Woodcock stated that when a regulatory change is issued without a date, then the effective date should be considered as immediate. Tom Dixon of WorldCom stated that it was up to the CLEC community and Qwest to prioritize the change, and if agreement could not be reached on the implementation date, then the CLECs and Qwest are responsible to go back to the commission to ask when the change is due. Woodcock stated that the language was not limited to commission rulings, but covered other items such as court rulings and

legislative requirements. Sharon Van Meter of AT&T asked if this is a huge problem for Qwest and how often there were mandates without an implementation date. Beth Woodcock stated that it is not the regulatory issue that is of most concern but that court orders were a larger issue. Karen Clauson of Eschelon stated that the issue was one of how CRs are designated. Clauson stated that all CRs needed to be prioritized so that CLECs can agree with how they are assessed. Clauson further stated that the team could not anticipate every scenario in the proposed language. Woodcock responded that disagreements regarding regulatory changes are a very real possibility, and Qwest needs to have the flexibility to make decisions without going through the escalation process and delaying the change implementation. Quintana stated that if there were ambiguity regarding these types of changes then there needed to be discussion between Qwest and the CLECs and prioritization of those changes. Clauson stated that issuing a CR and not including that CR in prioritization makes that CR nothing more than a notification that the change is going to be implemented. Clauson further stated that the CR being treated no different than a notice provides no comment cycle or opportunity for CLEC feedback. She stated that the CLECs want some capability to keep a change from going into effect just because Qwest considers that change a mandate. Jeff Thompson of Qwest stated that from an IT point of view the process could become extremely lengthy, and while debates went on regarding the regulatory changes the IT department would still need to be writing requirements in order to meet the required implementation dates. Liz Balvin of WorldCom asked what happens if Qwest gets a court order requiring an implementation prior to the next scheduled release. Jeff Thompson of Qwest answered that we usually put in a manual process to meet the requirement for an interim period of time until the systems work can be completed. Tom Dixon of WorldCom stated he had three items that needed to be considered: 1) All changes should be brought to the CLECs up front so that there is a clear understanding of what changes are being worked, 2) This team should be writing language to address normal processes, and 3) Develop the exception process to handle the exceptions. Woodcock responded that the team was writing rules that should address issues that are reasonably expected to come up, rather than relying on the exception process. Judy Lee asked if Qwest could capture the concept and come back with final proposed language. Dixon suggested creating objective criteria for what gets prioritized and what does not. Karen Clauson of Eschelon stated that she was concerned that the criteria would predetermine when prioritization should take place. Jeff Thompson of Qwest stated that there were good reasons when Qwest would need to have the flexibility to make decisions, and that Qwest supported building a process with open communications. Dixon stated that this was an opportunity to build trust and reach compromises, but it appeared the Qwest proposed language created a unilateral approach to managing some changes. Judy Schultz stated that Qwest had developed the proposed language in response to the CLECs questions and comments regarding the six Qwest CRs that were related to CPAP so that the CLECs would have no questions on what was considered regulatory. Quintana responded that the six CRs may not be considered as regulatory CRs, and that the CLECs needed more information as to why Qwest had designated those CRs as regulatory. Schultz further explained that Qwest believed that changes to PAP and PID are regulatory, so Qwest had incorporated that in the language. Clauson stated that she didn't think this language incorporated the concept that just one party can deem something as regulatory, when there may be others who do not agree with that. Clauson stated that language was needed that identified what documentation was needed to support a regulatory change, and if there was disagreement there was the escalation and dispute resolution process. Clauson stated the real issue was that the CLECs did not want Qwest to be able to state what was regulatory unilaterally.

Tom Dixon of WorldCom stated that assuming Qwest was failing a PID, it should also be assumed that the CLECs would want that corrected so the CLECs could provide good services to their customer. Liz Balvin of WorldCom stated that there were two items that needed clarification, one being that the CLECs wanted the existing regulatory change language to remain unchanged, and that Qwest needed to bring compromise language to the next Redesign session to be considered. Bill Littler of Integra stated that it was already clear that Qwest had protection from having changes related to PIDs prioritized arbitrarily low and that Qwest should consider that when developing a revised proposal (See Attachment 3, Action #181).

The team then began to review the proposed language for interface testing (See Attachment 6, Interface Testing). Mitch Menezes of AT&T asked if a Customer Test Environment (CTE) applied to testing major releases and point releases. Jeff Thompson of Qwest responded that the CTE was for testing major releases and remained available throughout the major release. Liz Balvin of WorldCom stated that there needed to be a definition of a Customer Test Environment. Thompson responded that it was to provide CLECs a means of testing application to application interfaces for production. Liz Balvin of WorldCom had concerns that the language was not clear around the sentence that stated "work with Qwest for your implementation plan." Jeff Thompson of Qwest stated that he would very much like for the language to state that the CLECs would coordinate with Qwest to develop an implementation profile or plan. Karen Clauson of Eschelon provided language that was adopted into the document. Karen Clauson of Eschelon made note of the OBF language that had been struck from the last paragraph on the document. The statement "CLECs are responsible for establishing and maintaining connectivity into the CTE. Provided a CLEC uses the same connectivity option as it uses in production, the CLEC should, in general, experience response times similar to production. However, this environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering up to and including the service order processor." Clauson stated that although this language had been taken out, parts of it should be incorporated into the current document. Mitch Menezes of AT&T stated the use of the word "similar" in reference to test and production performance left room for interpretation and that the SGAT language should be considered. Jeff Thompson of Qwest stated that Qwest would review the SGAT language (See Attachment 3, Action # 185).

The team then began a review of items that needed to be addressed at the next session. Liz Balvin of WorldCom asked Judy Lee to provide a review of what CMP items had been addressed and what gaps still existed that needed resolution. Balvin stated that all documentation associated with CMP should be reviewed to ensure that the team had or was going to address all open issues and existing processes. Karen Clauson made a suggestion that the next 3-day meeting be spent discussing gaps and outstanding issues/action items. Tom Dixon of WorldCom suggested the idea of not filing a November CMP status report with the Colorado Commission but waiting until December in order to capture the progress made in the November 27-29 Redesign session. Beth Woodcock stated she would talk to Andy Crain to determine if there would be a report for November and if so what the schedule would be for CLEC comments (See Attachment 3, Action Items #183 and 184).

The team then began a review of items that needed to be addressed at the next session.

- **Proposed Agenda Items for November 27-29 Redesign session**
  - Interface Testing
  - Production Support
  - Prioritization Process for Industry Guidelines and Regulatory
  - Types of Changes (Regulatory and Industry Guidelines)
  - Master Redlined Framework Language for Outstanding Issues & Action Items
  - Revisit the CMP Redesign Schedule and Location
  - Revisit Qwest-initiated Product/Process CR Process
  - Define process for a Proprietary CR and comments/questions
  - Expand definition for CLEC-impacting/-affecting
  - Review Quick Hit Implementation and determine deployment timeframes
  - Review Issues/Action Items Log for clarification and status
  - Review and Clarify AT&T Issues (Mitch)
  - Review and Clarify WorldCom Issues (Susan/Leilani)
  
- **Proposed Agenda Items for December 10-11 Redesign session** (agreed that on Monday, Dec 10 meeting will begin at 10 am, working lunch, and end at 5 PM MT)
  - Identify Gaps/Issues to the OSS Interface CMP and Product/Process.  
(Homework: Each CLEC company assessments are due to Jim Maher by December 3<sup>rd</sup>; Jim Maher to distribute Dec 10-11 working session material, including compilation of CLEC homework input, by Thursday, Dec 6.)
  - Begin discussion on language to close gaps/issues.

Liz Balvin of WorldCom asked Judy Lee to provide a review of what CMP items had been addressed and what gaps still existed that needed resolution. Balvin stated that all documentation associated with CMP should be reviewed by the Core Team to ensure that the team had or was going to address all open issues and existing processes.

The team discussed the idea of not filing a November CMP Status Report with the Colorado Commission but waiting until December in order to capture the progress made in the November 27-29 Redesign session. Beth Woodcock stated that she would talk to Andy Crain of Qwest to determine if there would be a report for November and if so, what the schedule would be for CLEC comments (see Attachment 3, Action Items #183 and 184).



# CLEC-Qwest Change Management Process Re-design

Nov 13, 2001 Working Session

## ATTENDANCE RECORD

### ATTACHMENT 1

#### Core Team Members

		Company	Last Name	First Name	Email	Phone	Comments
11-13		Accenture	Powell	Mark			
%		Allegiance Telecom	Wicks	Terry	terry.wicks@algx.com	469-259-4438	
x		AT&T	Bahner	Terry	Tbahner@att.com	303-298-6149	
%		AT&T	Finnegan	John			
		AT&T	McCue	Bill		Pager 888-858-7243 pin 108884	
x		AT&T	Menezes	Mitch	mmenezes@att.com	303-298-6493	
x		AT&T	Osborne-Miller	Donna	dosborne@att.com	303-298-6178	
x		AT&T	Van Meter	Sharon	svanmeter@att.com	303-298-6041	
		Avista	Thiessen	Jim	jthiessen@avistacom.net	509-444-4089	
		Covad Communications	Doberneck	Megan	mdoberne@covad.com	720-208-3636	
		Covad Communications	Gindlesberger	Larry	Lgindles@covad.com	330-209-5499	
%		Covad Communications	Zulevic	Mike	mzulevic@covad.com	520-575-2776	
		Electric Light Wave	Gunderson	Peder	peder_gunderson@eli.net	360-816-3429	
x		Eschelon Telecom	Clauson	Karen	klclauson@eschelon.com	612-436-6026	
x		Eschelon Telecom	Powers	Lynne	lpowers@eschelon.com	612-436-6642	
		Eschelon Telecom	Stichter	Kathy	klstichter@eschelon.com	612-436-6022	
		Eschelon Telecom	Smith	Richard	Rasmith@eschelon.com	612-436-6626	
		Eschelon Telecom	Oxley	Jeffery	Jjoxley@eschelon.com	612-436-6692	
x		Integra	Littler	Bill	blittler@integratelecom.com	503-793-5923	
		McLeod	Sprague	Michelle	msprague@mcleodusa.com	319-790-7402	
x		Qwest	Brooks	Jerri			
x		Qwest	Filip	Dana	Dana.filip@qwest.com	303-992-2819	
x		Qwest	Maher	Jim	Jxmaher@qwest.com	303-896-5637	Scribe
		Qwest	McDaniel	Paul	prmcddan@qwest.com		

% = Participant was present on specific date via conference line.

# CLEC-Qwest Change Management Process Re-design

Nov 13, 2001 Working Session

## ATTENDANCE RECORD

11-13	Company	Last Name	First Name	Email	Phone	Comments
x	Qwest	Rossi	Matt	mrossi@uswest.com	303-896-5432	
x	Qwest	Routh	Mark	mrouth@uswest.com	303-896-3781	
x	Qwest	Schultz	Judy	jmschu4@qwest.com	303-965-3725	
x	Qwest	Thompson	Jeff	jthomp@qwest.com	303-896-7276	
x	Qwest	Woodcock	Beth	woode@perkincoie.com	303-291-2316	
x	Qwest	Ford	Laura	woode@perkincoie.com		
%	SBC Telecom	Lees	Marcia	Marcia.lees@sbc.com	314-340-1131	
	Scindo Networks	DeGarlais	Vince	vcedegarlais@scindonetworks.com	720-528-4207	
	Scindo Networks	Gavrilis	George	Gtgvavrilis@scindonetworks.com	720-528-4193	
	Sprint	Evans	Sandy	sandra.k.evans@mail.sprint.com	913-433-8499	
	Sprint	Young	Barbara	Barbara.c.young@mail.sprint.com	541-387-9850	
x	WorldCom	Balvin	Liz	liz.balvin@wcom.com	303-217-7305	
x	WorldCom	Dixon	Tom	Thomas.f.Dixon@wcom.com	303-390-6206	
x	WorldCom	Hines	LeiLani	LeiLani.Jean.Hines@wcom.com	303 217-7340	
	WorldCom	Priday	Thomas	Tom.priday@wcom.com	303 217-4356	
x	WorldCom	Travis	Susan	susan.a.travis@wcom.com	303-390-6845	

### Other Participants

11-13	Company	Last Name	First Name	Email	Phone	Comments
	Colorado PUC	Jennings-Fader	Mana	mana.jennings@state.co.us	303-866-5267	
x	Colorado PUC	Quintana	Becky	Becky.Quintana@dora.state.co.us	303-894-2881	

% = Participant was present on specific date via conference line

# CLEC-Qwest Change Management Process Re-design

Nov 13, 2001 Working Session

## ATTENDANCE RECORD

x			CapGemini	Ferris	Robyn		
x			KPMG Consulting	Nobs	Christian	cnobs@kpmg.com	415-831-1323
%			KPMG Consulting	Yeung	Shun (Sam)	shunyeung@kpmg.com	212-954-6351
			Telcordia	Thompson	Nancy		

### Facilitator

x			XTel Solutions, Inc.	Lee	Judy	soytofu@pacbell.net	650-743-8597
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% = Participant was present on specific date via conference line

## **FINAL MEETING MINUTES**

**CLEC – Qwest Change Management Process Re-design**  
**Tuesday, October 30 through Thursday, November 1, 2001 Working Session**  
1801 California Street, 23<sup>rd</sup> Floor, Executive Conference Room, Denver, CO  
Conference Bridge: 1-877-847-0304, passcode 7101617#

NOTE: These are Final meeting minutes Qwest developed following the three day working session, and which incorporate CLEC comments following distribution to the Redesign Core Team Members on 11-12-01. Comments to the minutes were received from ATT on 11-23-01. An e-mail from ATT dated 11-23-01 is included as Attachment #18.

### **INTRODUCTION**

The Core Team (Team) and other participants met October 30 through November 1 to continue with the Re-design effort of the Change Management Process. Following is the write up of the discussions, action items, and decisions in the working session. The attachments to these meeting minutes are as follow:

### **ATTACHMENTS**

- #1 October 30 through November 1, 2001 Attendance Record
- #2 October 30 through November 1 CMP Redesign Meeting Notice and Agenda
- #3 October 31, 2001 Revised Agenda
- #4 November 1, 2001 Revised Agenda
- #5 CMP Re-design Issues and Action Items Log – Revised 11/01/01
- #6 Schedule of CMP Re-design Working Sessions – Revised 11/01/01
- #7 Qwest Proposed Changes to Existing OSS Interfaces Language – Revised 11/01/01
- #8 Qwest Proposed CLEC – Qwest OSS Interface CR Initiation Process – Revised 11/01/01
- #9 Qwest Proposed Introduction of an OSS Interface Process – 11-01-01
- #10 CMP Core Team Expectations 11-09-01
- #11 Core Team Member List 8/3/01
- #12 CMP Re-design General Attendance Record 10/17/01
- #13 Qwest Proposed CR Prioritization Language – 11-01-01
- #14 Qwest Proposed Retirement of an Existing Interfaces Process – 11-01-01
- #15 Additional Testing Process Presentation – 10-24-01 (icon)
- #16 Additional Testing Process Notification – 10-24-01 (icon)
- #17 Gindlesberger e-mail regarding CPAP 11-01-01
- #18 ATT E-mail dated Nov 23, 2001

## MEETING MINUTES

The meeting began with introductions of the meeting attendees. Judy Lee then reviewed the three-day agenda. Lynn Powers of Eschelon requested discussion about three areas; what is included in a point release versus a major release, how OSS Interfaces for industry guidelines are handled, and within the prioritization process how are exception CR's handled. These items were in the planned agenda but the team agreed to allow time for discussion to address Eschelon's concerns. Donna Osborne-Miller of AT&T requested the discussion about Introduction for a New OSS Interface be coordinated around the schedule of AT&T's EDI Analyst, Bill McCue. Karen Clauson of Eschelon stated she'd like to ensure the team addresses point releases being covered in the OSS Interface language, USOC combinations and appointment scheduler, and definitions of types of changes. Karen Clauson also asked when the CLECs would get the defined processes of how changes are managed. Judy Lee stated that OSS Interface items will be discussed in this session, and how the changes are implemented for application-to-application and GUI interfaces.

Judy Schultz of Qwest stated that the CLECs had identified four items that were CLEC affecting for Qwest initiated CR's, and that the sub-team needed to readdress and expand the four items. Judy wanted the team to revisit this subject because CLEC affecting as defined by the subteam was too narrow. Lynne Powers of Eschelon agreed that there were areas where the CLEC affecting definition should be expanded.

Karen Clauson of Eschelon asked what the process was for a CR that is a Qwest initiated change and NOT a regulatory change or a system change. Clauson asked if the PCAT & Tech Pub updates or changes were for regulatory changes only (interim process.). Judy Schultz of Qwest stated that the interim process for Qwest initiated CRs was meant for all Qwest product/process changes that altered CLEC operating procedures. Lynn Powers of Eschelon was under the impression and asked the group if their understanding was that the interim process was for PCAT & Tech Pub regulatory changes, and not all Qwest initiated processes. [AT&T Comment: The introductory language to the Qwest initiated product/process change document states that it is for changes that result from the 271 process or OSS testing. Therefore, a further discussion of this process and how it will be used is necessary and appropriate.] Judy Schultz of Qwest responded that the intent was to identify and issue CRs for the 4 items identified as CLEC affecting. Sharon Van Meter of AT&T stated the team needed to have the discussion about expanding the CLEC affecting definition in this meeting. Judy Schultz of Qwest referred the CLECs to the CLEC notification spreadsheet which includes CLEC affecting changes that are on the list of four items. [AT&T reviewed the spreadsheet, but because it has one line (with very little information) for each change, it was really of no use to AT&T in determining the kinds of changes that were involved and how they might impact CLECs. At the November 13 redesign meeting, AT&T requested that Qwest provide more detailed information about the review it conducted on this list of changes and that Qwest provide the list of further items it derived from this review. Judy Schultz agreed that Qwest would provide. With this information it should be possible to have a meaningful discussion of this topic. In the meantime,

AT&T expects that Qwest will not rely exclusively on the 4 CLEC-impacting changes that were preliminarily identified by a subgroup of the Redesign Core Team several weeks ago. Qwest should be bringing any changes that may impact CLEC's through the CR submission, review and approval process. At the 11/15/01 CMP Systems meeting, Judy Schultz confirmed that this would be Qwest's approach.] Terry Wicks of Allegiance Telecom voiced a concern that process timeframes are set without an announcement of when processes will be implemented for Qwest initiated CRs that are CLEC affecting without the CLECs having the ability to comment. Wicks referred to the optional testing process that had been reviewed at the CMP Monthly Meeting, and that was on the agenda for review at the Redesign. Clauson stated that the Qwest date for optional testing of November 19<sup>th</sup> should be suspended. Judy Schultz of Qwest stated that she was aware of these concerns and that the Qwest SMEs were lined up for Oct 31<sup>st</sup> to discuss the issue based on the CLECs requesting that date at the CMP Monthly Meeting.

Judy Lee then began a review of "Qwest's Proposed Changes to Existing OSS Interfaces Language" See Attachment 6). The team began with a clarification on determining the number of major and point releases Qwest would do in a calendar year, and asked for a definition of a major release versus a point release. Jeff Thompson of Qwest stated that a major release is CLEC code impacting, i.e., the change on the Qwest side would necessitate changes the CLEC side, such as EDI mapping. Thompson further explained that a major release is one that Qwest would disclose to CLECs and provide them the opportunity to work within the 73-day notification timeline. Thompson stated a major release is one in which Qwest and the CLECs work to ensure our combined systems work together. Jeff Thompson of Qwest continued by stating that a point release is a Qwest release that has no impact to CLEC code on the interface(excluding previously disclosed changes) and could include a fix for bugs introduced in the major release. Thompson further explained that a point release could be changing something in the GUI only, or implementing a code change Qwest had included in the release but that had not been activated in the major release. Jeff Thompson stated the proposed timeline for notification of GUI changes was 21 days, and that for EDI changes Qwest agreed that the 73-day notification timeframe would be used. Lynne Powers of Eschelon stated that a major release should be expanded to include CLECs that use GUI only. Powers proposed internal Qwest initiated changes go into the prioritization process of releases even if it did not impact CLEC code. Powers stated a major GUI change needs to have the 73-day schedule and prioritization. Jeff Thompson stated that Qwest has looked at these timelines, but that this timeline for GUI would have a major impact to our business. Judy Lee clarified that Qwest needed to look into this situation for what the future process would be, until then the escalation process is in place for working exceptions.

Mitch Menezes of AT&T asked about IMA 10.0 prioritization. Mitch asked about regulatory CRs and how they related to the CPAP. He also voiced concern about being able to get the Redesign meeting minutes quicker. Judy Schultz of Qwest introduced Jerri Brooks of Qwest and stated Brooks would assist Maher in developing the minutes. The team agreed that the timelines for getting the draft Redesign meeting minutes out and Core Team Member and Participant to provide feedback/comments would be 5 business

days for a one-day session, and 7 business days for a three-day session. Qwest will post final meeting minutes within 2 business days of incorporating all final feedback and comments.

Sharon Van Meter of AT&T asked that the team agree to address the future schedule for Redesign in 2002. Judy Lee stated that discussion was planned for later in the session.

Judy Lee stated the need to close on the language for major release and point release. Jeff Thompson of Qwest stated that a major release impacts CLEC code. Sharon Van Meter of AT&T suggested the team add "CLEC affecting" such as "operating procedures" to the language. Terry Wicks of Allegiance Telecom made a clarifying point that Judy Schultz of Qwest had stated earlier that Qwest was recommending the CLECs readdress the definition of CLEC affecting items to the list of 4 currently in place. Once that list expands then the notification would increase to include the additional information. Judy Schultz of Qwest proposed that GUI requirements that do not require code changes would be completed within the 21-day notification timeframe. If the change did require an impact to the code, then there would be other notification timelines, such as the 73-day notification schedule.

Karen Clauson of Eschelon stated that Qwest needed to ensure this language, once defined, is included in the process of how to implement the notification scheduling and prioritization. Judy Lee clarified that during the last sessions an action item was taken to define point release in the documentation and the number of major and point releases that will be made in a calendar year. [AT&T Comment: This should be issue/action item no. 133. It would be helpful if the minutes could state that an item is being added to, or is already on, the issues/action items list and the number on the list. This will make clearer which discussion generated an action item.]

Jeff Thompson of Qwest stated CLEC-affecting non-code changes could be treated as a Qwest initiated CR. He further clarified that the CLEC affecting definition needs to include significant changes and changes that may not change CLEC procedures, and to quantify substantive changes; for example, changing the color of a screen because someone may feel the screen will be more readable with a different color.

Tom Dixon of WorldCom stated OBF language limits the number of major releases to four for all interfaces, and we might want to consider the same four limitations unless the CLECs agree to additional major releases through the CMP. Judy Lee stated the OBF language is specific to preorder and order only, and there is a separate committee in OBF for billing. Larry Gindlesberger of Covad Communications stated he believed the OBF language was four changes per interface. Mitch Menezes/Donna Osborne-Miller of AT&T took an action item to follow up on what the OBF states, what the OBF intent is, and what the CLECs feel is an appropriate number of major releases. They will provide a response back by the next CMP Redesign meeting. [AT&T Comment: AT&T has responded that with IMA interfaces no more than 4 changes per year that affect CLEC code is okay. With other interfaces, we asked that the language state that no

more than 2 changes per year that affect CLEC code be the standard. Qwest is to provide CLECs with a response to this request.]

Mitch Menezes of AT&T asked what is Qwest's goal for major releases in a year. Jeff Thompson of Qwest stated that IT typically tries to stick to two releases a year for billing, and usually only one or two other major releases a year for systems other than IMA. The team determined that the language needed to include the rules for the other interfaces as well. Tom Dixon of WorldCom stated the need to clarify language addressing regulatory mandated and industry guidelines. If no release is scheduled to coincide with the mandate, then an additional (special) release may be necessary. Tom Dixon of WorldCom asked if an industry body could mandate. Judy Lee stated that an industry guideline is not mandated but strongly recommended, such as LSOG 5 and LSOG 6 to be implemented industry-wide within a calendar year of OBF issuing final guidelines on a specific LSOG version. Tom Dixon stated that industry related changes are not prioritized today. He suggested that CMP re-design might want to review it in the future. He also stated that CLECs could initiate industry recommended changes as well as Qwest. [AT&T Comment: Our recollection is that Qwest has stated in meetings that both CLECs and Qwest may submit CRs for regulatory and industry change CRs. This needs to be clearly identified in the Master Redline document.]

The final decision was made to add language to the document that "Qwest standard operating practice is to implement 3 major releases and 3 point releases (for IMA only) within a calendar year. Unless a change is mandated as a regulatory change Qwest will implement no more than four (4) release per OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. The major release changes should occur no less than three (3) months apart." [AT&T Comment: Qwest is to determine whether it will agree to 2 releases on interfaces other than the IMA.]

Within the Application-to-Application section, Mitch Menezes asked what Qwest does with documentation for releases that are currently in effect. For production support, Qwest updates the documentation with the addendum to the disclosure document. The Requirements Review Application-to-Application was changed to "This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date (date the Qwest release is available for use by CLECs), will adhere to in changing existing interfaces. For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation timeline, including testing."

Jeff Thompson of Qwest stated that at day 73 CLECs would receive draft technical specifications. He further explained that the technical specifications are the documents that provide information the CLECs need to code the interface. The final decision on the language update was "Qwest will provide draft technical specifications at least seventy-three (73) calendar days prior to implementing the release unless the exception process has been invoked. Technical specifications are documents that provide information the CLECs need to code the interface. CLECs have eighteen (18) calendar days from the initial publication of draft technical specifications to provide written comments/questions



on the documentation.” Tom Dixon stated that following the timeline chart there are no compensation days allowed for timelines on weekend and holidays. The overall process would take no more than 73 calendar days.

Mitch Menezes of AT&T asked if CLECs could provide additional comments after the comment period. Jeff Thompson of Qwest stated IT will continue to take comments, corrections and do the same work as they do today to ensure the systems work well. Jeff stated that in his experience few CLECs are able to go to production at the same time Qwest does. Jeff Thompson of Qwest stated this is part of the migration process; Bill McCue of AT&T confirmed that this is happening now.

Judy Lee moved the team into the Walk Through of Draft Interface Technical Specifications. Bill McCue stated that the walk through would be closer to the 58<sup>th</sup> day. Jeff Thompson of Qwest stated that the walkthrough can take about 10 days and by the 58<sup>th</sup> day the walkthrough would be completed. Mitch Menezes of AT&T asked how the walkthroughs are conducted. Jeff Thompson of Qwest stated the walkthroughs are conducted in lockup meetings, usually all day sessions but that depends on how large the release is. Bill McCue of AT&T stated that those who would be in the walkthroughs would need to go through the summary of changes first to be prepared and expedite the walkthrough.

There were significant changes to the “Walk Through of Draft Interface Technical Specifications” section. The agreed to language is “Qwest will sponsor a walk through, including the appropriate internal subject matter experts (SMEs), beginning 68 calendar days prior to implementation and ending no later than 58 calendar days prior to implementation. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest’s technical team. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

#### Walk through Notification Content

This notification will contain:

- Purpose
- Logistical information (including a conference line)
- Reference to draft technical specifications, or web site
- Additional pertinent material

#### Conduct the Walk-through

Qwest will lead the review of technical specifications. Qwest technical experts will answer the CLEC SMEs’ questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses 45 calendar days prior to implementation.”

CLEC Comments on Draft Interface Technical Specifications Section was reviewed and updated to read “If the CLEC identifies issues or requires clarification, the CLEC must send written comments to the Systems CMP Manager no later than 55 calendar days prior

to implementation.” Judy Schultz of Qwest stated that Qwest would respond to the comments no later than 545 calendar days prior to implementation. Jeff Thompson of Qwest stated the way this process works is when an implementation time is determined by the CLEC, Qwest and the CLEC sit down and develop a mutually agreed to schedule. It was determined that Qwest will commit to this timeline schedule, even though each CLEC schedule will likely to vary based on individual needs. Jeff Thompson of Qwest stated IT would follow the 73-day timeline assuming that the CLEC will go into production on the same day as Qwest. Thompson stated each CLEC would negotiate their schedule with Qwest IT. Jeff also stated Qwest would meet the schedule but Qwest needs the CLEC comments according to the 73-day schedule to be considered for the Final Requirements.

Section V and VI were updated to reflect the following changes.

“Qwest Response to Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to implementation. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final technical specifications.

Final Interface Technical Specifications

The notification letter resulting from the CLEC comments from the Initial Release Notification will constitute the Final Technical Specifications.”

Mitch Menezes of AT&T stated that CLECs needed to adhere to the timeline for providing comments even if the CLECs are not going to implement at the same time as Qwest. Jeff Thompson of Qwest stated that comments received after the comment cycle could be incorporated if necessary. Mitch Menezes of AT&T asked about adding a placeholder to ensure that the connection is made to between the CR Process and this Process. [AT&T Comment: this should be reflected in the issues/action items log. The point is to insure that we are clear in the Master Redline about what the process flow is from beginning to end. Any process that is preceded by a CR needs to be clear. Any process that is not preceded by a CR needs to be clear.] Menezes also asked if EDI Implementation guidelines are covered under the Change Management Process. Jeff Thompson took this as an action item.

Thompson stated that a release is installed during a weekend, therefore the earliest date for CLEC implementation will be on the following weekend. Tom Dixon suggested that a footnote is needed to explain this timeline. Jeff Thompson will provide language.

Language was added to the Joint Testing Period that stated “Qwest will provide a 30 day test window for any CLEC who desires to jointly test with Qwest prior to the release production date.”

Judy Lee began the review of the Requirements Review – Graphical User Interface (GUI) section. Tom Dixon of WorldCom asked if a redlined version of technical documentation was provided to CLECs. Jeff Thompson answered that redlining the technical specifications will not be beneficial for the CLEC technical SMEs, therefore, Qwest will only provide a clean version of the technical specifications. [AT&T Comment: Jeff did state that when the Final Notification Letter comes out, Qwest will identify in one of the documents provided what changed from the draft interface technical specifications.]

Draft GUI Release Notice was updated and new language added. “Prior to implementation of a change to an existing interface, Qwest will notify CLECs of the draft release notes and the planned implementation date. Notification will occur at least twenty-eight (28) calendar days prior to implementing the release unless an exception process has been invoked. This notification will include draft user guide information if necessary. CLECs must provide comments/questions on the documentation no later than 25 calendar days prior to implementation. Final notice for the release will be published at least twenty-one (21) calendar days prior to production release date.” [AT&T Comment: we discussed that Qwest would provide the notification by the morning of the 28<sup>th</sup> calendar day so that CLECs have that first full day to review. This should be reflected in the language.]

Mitch Menezes of AT&T asked if Qwest was required to submit a CR for Qwest initiated GUI changes. Jeff Thompson of Qwest answered that starting with IMA release 10.0, Qwest will submit a CR for each Qwest initiated GUI change. It was identified that there are four (4) types of changes; Qwest initiated, CLEC initiated, Regulatory and Industry Changes. It was further determined that CLECs can initiate CRs for regulatory and industry guideline changes. The redline document was updated as follows. “The notification will contain: Written summary of change(s), Target time frame for implementation, and any cross reference to draft documentation such as the user guide or revised user guide pages.”

Qwest committed to a 28 calendar day timeline for the draft summary of changes, user guides and information on training. Mitch Menezes of AT&T asked when a CR is closed. Schultz explained that a CR is not closed until the CLECs agree to close it at the CMP meeting. [AT&T Comment: the process/timing for closing a CR should be discussed and documented in the Master Redline document.] The following update was made to the Content of Final Interface Release Notice section. The GUI timeframe changed from 15 to 21 days and the language of “emergency changes” was changed to “production support type changes.” The team then finalized the draft language for “Qwest Proposed Changes to Existing OSS Interface Language, Revised 10-16-01”. Judy Schultz-Qwest asked the team if Qwest could plan to implement the process based on the language agreed to. There was no disagreement.

The team then began to review “Qwest Proposed CLEC-Qwest OSS Interface Change Request Initiation Process” (See Attachment 7). Judy Schultz of Qwest stated that language proposed at the last session for product and process had been incorporated into this document based on agreement from the team. Judy reviewed the high level changes

in the proposed document. Schultz pointed out the differences between the two processes since OSS Interfaces included release schedules and prioritization. Liz Balvin of WorldCom asked how the level of effort was defined for implementation of the CR (i.e., Small, Medium, Large, XtraLarge.) She stated that it was important for CLECs to understand what these sizes mean and how they are defined. Jeff Thompson of Qwest stated that he could not state the definitions in terms of hours or months, however he could define the sizing as follows: Small affects a single subsystem in a single system, Medium affects multiple sub systems, Large affects multiple systems. Language was added to reflect the language for small, medium, large and extra large projects. Jeff committed to go back and put definitions around these sizing clarifications in the Terms section of the CMP framework. [AT&T Comment: this still needs to be discussed.] Donna Osborne-Miller of AT&T asked for more detail than the brief descriptions Thompson provided to the team. [AT&T Comment: don't believe this has been done. Should be part of the broader discussion on the categories of size.] Thompson explained that initial LOE assessment is based off of a brief single or two sentence business description that is provided on a Qwest internal form called a User Request(UR) [AT&T Comment: CLECs and Qwest should discuss the UR process and how it feeds into the CMP. This should be documented in the Master Redline document].

Liz Balvin of WorldCom stated that the process Qwest uses to prioritize is not clear. Tom Dixon of WorldCom asked when an initial candidate list gets created. Balvin responded that the initial list comes from the prioritized CRs. Thompson reviewed the prioritization process and explained how CRs are packaged. Dixon clarified his understanding stating there is a "rolling" candidate list based on prioritization and a CR either rolls off of or stays on the list. Dixon suggested that we change language to show that Qwest develops a final release candidate list. Thompson stated that the timeframe from the voting to the business and system requirements is about 6 weeks. Dixon asked what the definition of a late adder or new CR is. Thompson updated the document to reflect – "Using the initial release candidate list, Qwest will begin business and system requirements. During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the release candidate list (late added CRs). If the CMP body grants the request to consider the late added CRs for addition to the release candidate list, Qwest will size the CRs requirements work effort. If the requirements work effort, for the late added CRs, can be completed by the end of system requirements, the initial release candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Prioritization Process (see Section xx). If the requirements work effort, for the late added CRs, cannot be completed by the end of system requirements, the CR will not be eligible for the release and will be returned to the pool of CRs that are available for prioritization in the next OSS interface release."

Becky Quintana-Colorado PUC suggested adding another paragraph that states: "At the monthly CMP meeting following the completion of the business and system requirements, Qwest will conduct a packaging discussion, which may include packaging options based on any affinities between candidates on the release candidate list. The newly packaged list of CRs will be used as the release candidate list during the design

phase of a release. At the monthly CMP meeting following the completion of design, Qwest will commit to a final list of CRs for inclusion in the release. If, in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned release, Qwest will ATT Comment: discuss with ~~advise~~ the CLECs, in the next CMP meeting, ATT Comment: of either the removal of that candidate from the list ATT Comment: or a delay in the release date to incorporate that candidate. If the candidate is removed from the list, - Qwest will also advise the CLECs as to whether or not the candidate could become a candidate for the next point release, with appropriate disclosure as part of the current major release of the OSS interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS interface release."

Mitch Menezes of AT&T stated that the CLECs are blind to some of the changes that Qwest initiates because some of those changes are not reviewed at the CMP meeting. Judy Schultz of Qwest clarified by explaining the UR/CR process. Menezes was under the impression that there were situations when Qwest decides to make a change and it is not seen by the CLEC. Schultz explained that any CLEC affecting OSS Interface changes would be brought before the CLEC community for clarification, and prioritization, excluding production support, pursuant to the CMP. Terry Wicks of Allegiance stated that the internal Qwest CR process is the same as that of a CLEC initiated CR. Tom Dixon of WorldCom stated that all of the change requests, including Qwest initiated, should be reviewed at the CMP monthly meetings.

The CMP Re-Design Team then began reviewing "Qwest Proposed Introduction of an OSS Interface Process" (See Attachment 8). For Application-to-Application OSS Interfaces, Qwest is proposing a 9-month implementation timeframe. Qwest will issue a release announcement, and the preliminary interface implementation plan, and will conduct a review of the new interface technical specifications with the CLEC SMEs. Donna Osborne-Miller of AT&T asked what the phrase "New Interface" means. Judy Schultz and Jeff Thompson of Qwest explained that "New Interface" means a brand new interface that neither Qwest nor the CLECs have ever used. Mitch Menezes of AT&T clarified that it could replace an existing interface. Menezes requested that language be added to the document stating the proposed functionality of the interface, including whether the interface will replace an existing interface.

Menezes asked if oral comments or questions during and after the walkthrough would be addressed in writing. Jeff Thompson of Qwest stated that if the question cannot be answered during the walkthrough, then a written response would be provided. Thompson took an action item to add a definition for Technical Specifications to the Terms section of this document. The timeline was reviewed by the team. Tom Dixon of WorldCom expressed concern that Qwest might not be providing enough lead time for CLEC development. Terry Wicks of Allegiance Telecom clarified that a CR will be submitted with the change in advance of the introduction, and that the 9-month timeframe does not begin until after the CR is presented. [AT&T Comment: as commented earlier in these minutes, when a CR precedes a process needs to be stated clearly in the Master Redline document.] Dixon proposed a 14-day timeframe for final notification

[AT&T Comment: The fourteen day period applies to CLEC comments to the Qwest initial release announcement at the beginning of this process.] instead of a 7-day timeframe and Jeff Thompson of Qwest agreed. The time frame was updated in the timeline section. Judy Schultz of Qwest provided language that stated Qwest would conduct a review meeting of the preliminary implementation plan to review the functionality. This language was incorporated into the document. The CLEC Comments / Qwest response cycle and review section was updated to give CLECs 14 calendar days from the initial release announcement to provide written comments/questions on the documentation. Larry Gindlesberger of Covad Communication mentioned that the CMP redesign team should look at the CR process to ensure it covers how CRs are managed for a New Interface [AT&T Comment: add to the issues/action items log, if not there.]. The team revised the documentation to address this issue.

The Introduction of A New GUI timeline was updated to reflect the discussion. Qwest took an action item to determine when training of a new GUI will be available to the CLECs. Judy Lee reviewed the changes with the group to ensure all CLECs agreed with the language updates. Judy Schultz of Qwest worked through the language to state that CLECs must forward their written comments to Qwest as identified in paragraph II.2. Final Notification was updated to state that Qwest would notice 21 calendar days prior to release production date. The team completed discussion and updates to Attachment 8.

Discussion then moved to the Core Team Members. Judy Lee reviewed the CLEC-Qwest Change Management Process Re-design Core Team Expectation/Responsibilities, dated August 7<sup>th</sup>, 2001

- Team members need to have an LOA (Letter of Authorization) if voting on a member's behalf during an absence.
- Mike Zulevic of Covad Communications asked if the Core Team membership applies to individuals or a CLEC company. The team clarified that membership relates to the CLEC Company and CLECs may be represented by contractors.
- Tom Dixon of WorldCom stated that if a contractor works for a company, he/she represents the company or CLEC, therefore, a LOA is not required.

Terry Wicks of Allegiance Telecom and Tom Dixon of WorldCom asked how the Core Team will measure the quality of participation. The team added language that Core Team members that participate on the phone need to announce for the people in the room if they drop off or are added on to the line. Tom Dixon of WorldCom then asked how the Core Team defines how a member is a "dedicated resource." Terry Wicks of Allegiance clarified that being a dedicated resource meant being actively involved at all meetings. A subteam led by Leilani Hines (Sharon Van Meter and Terry Wicks) will define 'level of participation' and will propose additional upgrades to the Core Team Expectations/Responsibilities document by the next Redesign meeting.

The current Core Team Membership was reviewed and consists of: Allegiance Telecom, AT&T, Avista, Covad Communications, Eschelon Telecom, SBC Telecom, Sprint, WorldCom, and Qwest. Those moved from Core Team member status to participant are: Electric Lightwave, Integra, Level 3, McLeodUSA, Premier Communications, XO

Communications. Those moved to participants were moved because they missed three consecutive sessions. Judy Lee will notify these CLECs of their Core Team status. Rhythms and Scindo Networks have informed Qwest that their company will no longer participate in CMP. It was agreed that any CLEC may participate in the CMP Redesign sessions.

The team then began to review the Qwest proposed "Retirement of Existing OSS Interfaces language." (See Attachment 10). Retirement of an application-to-application interface will be implemented over a 9-month timeframe. However, Qwest would have shared its 12-month development view informing the CLECs of the planned interface retirement. Bill McCue of AT&T stated that the 9-month schedule provided no overlap for comparable functionality in this language. The proposed language indicated the existing interface is retired at the same time as a new interface is deployed. In reviewing the language around Comparable Functionality (paragraph 4) it was determined that Qwest would ensure comparable functionality at least six months prior to retiring an Application to Application interface. Jeff Thompson of Qwest agreed with the comparable functionality retirement timeline and the team updated the language. The language regarding retiring an interface with no usage was discussed. The Team decided that Qwest might propose to retire an interface if there is no usage consecutively for three months. Tom Dixon of WorldCom asked if a CLEC didn't agree with the retirement of an interface, how they could stop the retirement. Jeff Thompson of Qwest stated that in this situation, the CLEC would negotiate with Qwest to come to an agreement.

Mitch Menezes of AT&T asked if functionality is changed for an Application-to-Application (EDI) and a GUI at the same time. Jeff Thompson of Qwest answered this is not necessarily always the case. Thompson stated that normally the goal is to have the functionality for the EDI and the GUI done at the same time. Thompson asked if it was the expectation of the CLECs to have EDI and GUI functionality implemented at the same time. Thompson stated it was imperative to separate the current process from processes that were being developed in Redesign, and that the CMP process would define how CLEC functionality was implemented and whether there could be temporary differences in functionality. Menezes stated that the CLECs would understand if there were a week difference in functionality availability between EDI and GUI, but that any greater amount of time would represent benefits to one interface user over another. Terry Wicks-Allegiance agreed with Menezes. The team determined to let this issue (EDI – GUI simultaneous functionality implementation) be addressed within the CMP process during prioritization discussion. [AT&T Comment: It appears that this issue was captured as no. 157 on the issues/action items log. This item was closed as being resolved in the changes to Existing OSS Interfaces language. It may still be discussed in prioritization, if appropriate.]

Larry Gindlesberger of Covad Communications then began a review of the CPAP proceeding (See Attachment 17). Lynn Stang of Qwest joined the team to provide an overview of the CPAP and QPAP. Stang shared with the team that the Colorado PUC is planning to issue its ruling on CPAP by early next week. Lynne explained the acronyms as listed below:

CPAP – Colorado Assurance Plan  
PID – Performance Indicator Definition  
QPAP – Qwest Performance Assurance Plan

Additional discussion ensued. It was determined by the team that the CPAP discussion should be postponed until the Colorado order was released.

Mark Routh of Qwest then reviewed the revised Change Request form. Mitch Menezes of AT&T asked what is the difference between a system and a sub-system. Jeff Thompson of Qwest explained Billing System is a "system" and the parts of that billing system are sub-systems or system components. A sub-system will be defined under Terms.

Donna Osborne-Miller of AT&T asked where a CLEC should send a request if they were not sure of whether it was a product or process change. Mark Routh of Qwest stated when in doubt, CLECs can send the change request to either him or Matt Rossi. Routh clarified that he and Rossi coordinate all CRs received from CLECs to ensure there are no overlaps. Judy Schultz of Qwest responded that most product/process changes result in a system change, but that there was not a desire to create multiple CRs for the same request. Terri Bahner of AT&T expressed concern about what would happen if a CLEC missed a product or system affected on the CR form. Judy Schultz of Qwest stated that any areas being addressed by the CR request would be identified during the clarification meeting. [AT&T Comment: This should be added to the issues/action items log. We need to discuss how these overlaps should be handled, what the process is for Qwest to expeditiously reconcile internally where a CR falls and how to process such CRs. If a CR affects both product/process and systems, what is done to coordinate among all the right folks? At which CMP meeting are they discussed (systems or product/process)?, etc.]

The team then began a review of "Qwest Proposed CR Prioritization Language" (See Attachment 11). Mitch Menezes of AT&T asked if prioritization applied to System CRs only, and not Product and Process CRs. Judy Schultz of Qwest stated that prioritization only applies to Systems CRs. Menezes also asked how prioritization was handled for regulatory changes. Sharon Van Meter of AT&T stated that the CR should state if this was a regulatory change with regulatory material attached. Van Meter stated that would help the CLECs in prioritizing the release. Qwest agreed to add language to the CR for regulatory changes to include the effective date and docket number. [AT&T Comment: This will not be enough information. The CR originator should also provide order numbers and dates, page numbers and paragraph numbers supporting the CR. If the language of the order does not directly support the CR, the originator should provide its reasoning as to how the regulatory order mandates such a change. Mandatory dates for implementation required by the regulatory order should also be provided.] Tom Dixon of WorldCom asked if industry guideline changes are ever issued without a period of time to be implemented. It was determined, that as a general rule, industry guidelines do provide a period of time for industry-wide implementation. Donna Osborne-Miller of AT&T asked if the CLECs have the flexibility to choose what date they'd like to implement regulatory and industry guideline changes. Jeff Thompson



of Qwest answered that it depends upon the system. For example, BOSS industry guidelines usually provide very specific timeframes, whereas Industry guidelines around LSOG are more flexible with their implementation timeframes. Liz Balvin of WorldCom stated that if industry guideline changes were implemented prior to CLECs needing them, the CLECs could escalate the issue.

The team discussed how to prioritize the regulatory and industry changes. It was determined that further discussion about how to prioritize these CRs was needed and it was determined that Qwest would develop language to address the CLEC concerns. Mitch Menezes of AT&T stated that even though the CLECs could use the Escalation/Dispute Resolution process, the team needed to develop language that identified process details that would minimize the need for Escalation and Dispute Resolution. Mitch Menezes of AT&T stated the guidelines are "recommendations" for the most part. Menezes suggested making regulatory CRs subject to prioritization while ensuring Qwest had adequate time to meet the implementation date. Qwest took an action item to revisit its position to not include regulatory and industry guideline changes as part of the prioritization process.

Discussion then moved to changes associated with PIDs and the associated PAPs. Liz Balvin of WorldCom expressed concern that it may cost less for Qwest to pay penalties rather than fix a problem. Qwest took an action item to address whether Qwest considered a CLEC originated performance improvement change should be handled as a regulatory change. [AT&T Comment: don't believe that Qwest has responded to this vet.] Discussion began around the area of prioritization and voting. Judy Lee asked if the CLECs are truly 'voting' or ranking and rating the CRs. The Team decided to reflect new language that states "ranking" and lists specific steps to accomplish the ranking process.

At the end of the 3-day redesign session, the Team reviewed the remaining CMP elements to be discussed. Judy Lee noted that there are three remaining OSS Interface elements yet to complete negotiations. And they are: Prioritization (Regulatory change, Industry Guideline change), Interface Testing and Production Support. The following elements Lee identified as overall CMP elements:

- Revisit Managing the CMP
- Voting Process
- Revisit Exception Process
- Training
- Revisit Web Site

Lee reminded the Team that a process was negotiated for Product/Process CR Initiation that included an implementation timeframe. Lee asked the Team if there were additional elements for Product/Process. The Team was not ready to discuss this question. Lee suggested that the Team look at all of the elements of Product/Process CMP Redesign issues prior to the next meeting so there will be a base level understanding of the overall process for OSS and how it fits in line with Product/ Process. Lee referred the Team to

the COIL 18 Point List and Qwest's proposed Table of Contents (Issues List) as references.

The Team agreed to the following agenda items for the next session:

- Status on CPAP
- Prioritization
- Interface Testing
- Production Support
- Issues/Action Log

The CMP Redesign Team allotted time on October 31 at the end of redesign meeting for the entire CLEC community to join a CMP Product/Process ad hoc meeting to discuss Qwest's Additional Testing product offering. Bill Campbell, Fred Aesquivel, and Dennis Pappas discussed and answered questions pertaining to Attachments 14 and 15. This ad hoc meeting was in response to a request made by the CLECs at the monthly Product/Process meeting. CLECs were asked to forward their additional questions and concerns to the presenters. The presenters will also follow-up on action items from this meeting. [AT&T Comment: please provide a status of this at the next redesign meeting.]

October 30, 31 and November 1 CMP Redesign Issues/Action Items

Open	Closed
#137, 162: Terms	#92, 135, 147, 160: CR Process
#138: OBF Language	#114: CLEC Impacting Check Sheet—Post Oct 5 Meeting Minutes
#139, 141-142: Change to An Existing OSS Interface	#127: CR Initiation Form
#140: Note on Timelines	#130: Product/Process CR Initiation Process
#143: EDI Implementation Guideline	#134: OSS Interface Releases
#145-146, 148: OSS Interface CR Initiation Process	#136: Redesign Meeting Minutes
#149: Introduction of A New OSS Interface	#144: Change to An Existing OSS Interface
#150, 167-168, 174: Prioritization	#154: CLEC Comments
#151: CMP Redesign Core Team Expectations/Responsibilities	#155: Reformat Proposed Language
#152: Training	#157: Same Time Availability of Functionality
#153: Timelines	#159: New OSS Interface
#156: Administration-Notification Methods	#166: Regulatory Source Information
#158: CPAP/PID	
#161: Proposed Language Documents	
#163: CR Process	
#164-165: CR Initiation Form	
#169: Types of Change	
#170: PID Change	
#171: IMA 10.0 Changes	
#172: Roles and Responsibilities	
#173: Voting Process	
#175: Core Team Membership	

CMP Redesign Working Session

October 30, 31, November 1, 2001 Attendance Record

Core Team Members

10-30	10-31	11-01	Company	Last Name	First Name	Email	Phone	Comments
			Accenture	Powell	Mark			
x	x	x	Allegiance Telecom	Wicks	Terry	terry.wicks@algx.com	469-259-4438	
x	x	x	AT&T	Bahner	Terry	Tbahner@att.com	303-298-6149	
			AT&T	Hydock	Mike	mkydock@att.com	303-298-6653	
%	%		AT&T	McCue	Bill		Pager 888-858-7243 pin 108884	
x	x	x	AT&T	Menezes	Mitch	mmenezes@att.com	303-298-6493	
x	x	x	AT&T	Osborne-Miller	Donna	dosborne@att.com	303-298-6178	
x	x	x	AT&T	Van Meter	Sharon	svanmeter@att.com	303-298-6178	
			Avista	Thiessen	Jim	jthiessen@avistacom.net	509-444-4089	
			Covad Communications	Doberneck	Megan	mdoberne@covad.com	720-208-3636	
x	x	x	Covad Communications	Gindlesberger	Larry	Lgindles@covad.com	330-209-5499	
	x		Covad Communications	Zulevic	Mike	mzulevic@covad.com	520-575-2776	
			Electric Light Wave	Gunderson	Peder	peder_gunderson@eli.net	360-816-3429	
x			Eschelon Telecom	Clauson	Karen	kclauson@eschelon.com	612-436-6026	
%			Eschelon Telecom	Powers	Lynne	lpowers@eschelon.com	612-436-6642	
			Eschelon Telecom	Stichter	Kathy	kstichter@eschelon.com	612-436-6022	
			Integra	Littler	Bill	blittler@integratelecom.com	503-793-5923	
			McLeod	Sprague	Michelle	msprague@mcleodusa.com	319-790-7402	
			Qwest	Bisgard	Jeff	jbisgar@qwest.com		
			Qwest	Blackmun	Jarby	Gblackm@qwest.com		
			Qwest	Crain	Andy	Acrain@qwest.com		
x	x	x	Qwest	Filip	Dana	Dana.filip@qwest.com	303-992-2819	
			Qwest	Green	Wendy	Wteepe@qwest.com	303-382-8124	
			Qwest	LeMon	Lynne	Llemon@qwest.com	303-965-6321	
x	x	x	Qwest	Maher	Jim	Jxmaher@qwest.com	303-896-5637	Scribe
x	x	x	Qwest	McDaniel	Paul	pmcdan@qwest.com		
x	x	x	Qwest	Rossi	Matt	mrossi@uswest.com	303-896-5432	
x	x	x	Qwest	Routh	Mark	mrouth@uswest.com	303-896-3781	
x	x	x	Qwest	Schultz	Judy	jmschu4@qwest.com	303-965-3725	
x	x	x	Qwest	Thompson	Jeff	jthomp@qwest.com	303-896-7276	
x	x	x	Qwest	Woodcock	Beth	woode@perkincoie.com		
%	%		SBC Telecom	Lees	Marcia	Marcia.lees@sbc.com	314-340-1131	

CMP Redesign Working Session

October 30, 31, November 1, 2001 Attendance Record

10-30	10-31	11-01	Company	Last Name	First Name	Email	Phone	Comments
			Scindo Networks	DeGarlais	Vince	<a href="mailto:vincegarlais@scindonetworks.com">vincegarlais@scindonetworks.com</a>	720-528-4207	
			Scindo Networks	Gavrilis	George	<a href="mailto:Ggavrilis@scindonetworks.com">Ggavrilis@scindonetworks.com</a>	720-528-4193	
			Sprint	Evans	Sandy	<a href="mailto:sandra.k.evans@mail.sprint.com">sandra.k.evans@mail.sprint.com</a>	913-433-8499	
			Sprint	Young	Barbara	<a href="mailto:Barbara.c.young@mail.sprint.com">Barbara.c.young@mail.sprint.com</a>	541-387-9850	
x	x	%	WorldCom	Balvin	Liz	<a href="mailto:liz.balvin@wcom.com">liz.balvin@wcom.com</a>	303-217-7305	
x	x	x	WorldCom	Dixon	Tom	<a href="mailto:Thomas.f.Dixon@wcom.com">Thomas.f.Dixon@wcom.com</a>	303-390-6206	
x	x	x	WorldCom	Hines	LeiLani	<a href="mailto:LeiLani.Jean.Hines@wcom.com">LeiLani.Jean.Hines@wcom.com</a>	303 217-7340	
			WorldCom	Priday	Thomas	<a href="mailto:Tom.priday@wcom.com">Tom.priday@wcom.com</a>	303 217-4356	
x	x	x	WorldCom	Travis	Susan	<a href="mailto:susan.a.travis@wcom.com">susan.a.travis@wcom.com</a>	303-390-6845	

Other Participants

10-30	10-31	11-01	Company	Last Name	First Name	Email	Phone	Comments
			Colorado PUC	Jennings-Fader	Mana	<a href="mailto:mana.jennings@state.co.us">mana.jennings@state.co.us</a>	303-866-5267	
x	x	%	Colorado PUC	Quintana	Becky	<a href="mailto:Becky.Quintana@dora.state.co.us">Becky.Quintana@dora.state.co.us</a>	303-894-2881	
	%		CapGemini	Ferris	Robyn			
x	x	x	KPMG Consulting	Nobs	Christian	<a href="mailto:cnobs@kpmg.com">cnobs@kpmg.com</a>	415-831-1323	
x	x	x	KPMG Consulting	Yeung	Shun (Sam)	<a href="mailto:shunyeung@kpmg.com">shunyeung@kpmg.com</a>	212-954-6351	
			Telcordia	Thompson	Nancy			

Facilitator

	x	x	x	Company	Last Name	First Name	Email	Phone
	x			XTel Solutions, Inc.	Lee	Judy	<a href="mailto:soytofu@pacbell.net">soytofu@pacbell.net</a>	650-743-8597

## **FINAL MEETING MINUTES**

**CLEC-Qwest Change Management Process Re-design**  
**Tuesday, October 2 and Wednesday, October 3, 2001 Working Session**  
200 South 5<sup>th</sup> Street, 1<sup>st</sup> Floor, Multi-purpose Room, Minneapolis, MN  
1801 California Street, 23<sup>rd</sup> Floor, Executive Conference Room, Denver, CO  
Conference Bridge: 1-877-847-0304, pass code 7101617#

NOTE: These FINAL meeting minutes were circulated to the CMP Re-design Core Team Members in attendance for their review and comments. Comments are included as attachments to the minutes.

### **INTRODUCTION**

The Core Team (Team) and other participants met October 2 and 3 to continue with the Re-design effort of the Change Management Process. Following is the write-up of the discussions, action items, and decisions made in the working session. The attachments to these meeting minutes are as follows-

### **ATTACHMENTS**

- Attachment 1: CMP Redesign Oct 2-3 Attendance Record
- Attachment 2: October 2 & 3 CMP Re-Design Meeting Notice and Agenda - Revised 09-28-01
- Attachment 3: Schedule of CMP Re-design Working Sessions-Revised 10-03-01
- Attachment 4: CMP Re-design Issues and Actions Log - Revised 10-5-01
- Attachment 5: Written Summary Regarding Qwest's Proposed Process for Qwest Changes to Product, Process, and Technical Documentation - 09-25-01
- Attachment 6: Web Release & Notice Schedule 10-02-01
- Attachment 7: INTERIM QWEST PRODUCT-PROCESS CMP - Revised 10-3-01
- Attachment 8: Qwest Documentation Assessment Matrix - 10-03-01
- Attachment 9: Interim\_EXCEPTION\_Process - Revised 10-3-01
- Attachment 10: Interim CMP CLEC Originated CR Work Flow Product Process-Revised 10-3-01
- Attachment 11: CLEC Redesign votes - 10-3-01
- Attachment 12: Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 10-03-01
- Attachment 13: *ATT Comments CMP Re-design 10-10-01*
- Attachment 14: *Oct 2-3 Meeting Minutes Eschelon Comments 10-29-01*

### **MEETING MINUTES**

The meeting began with introductions of the meeting attendees. Judy Lee reviewed the two day agenda and asked if there were any revisions from the attendees. It was agreed that there were several team members that had not made travel arrangements for the Re-design meeting in Minneapolis on October 30, 31, and Nov 1. Karen Clauson-Eschelon requested that a vote be taken to determine whether the Re-design meeting location be changed from Minneapolis to Denver for Oct 30,31, and Nov 1. A vote was taken and it was a tie vote of 4 to 4 to change the location. Sandy Evans-Sprint asked if there were other options that could be explored for managing the meeting at remote locations since it was difficult to hear what was said on the conference bridge. There was discussion regarding the use of video conferencing, but Judy Schultz-Qwest stated that the Qwest videoconferencing facilities were small and wouldn't be able to accommodate a group the size of the Re-design team. The team agreed to review the meeting

schedule and location at the end of the Re-design session on Oct 3<sup>rd</sup>. Discussion then moved to the Re-design Meeting Minutes for Sept. 5-6 and Sept 18 and 20. It was agreed to by the team that CLEC revisions to both sets of minutes would be provided to Jim Maher-Qwest by close of business on Wednesday Oct 10<sup>th</sup>. Maher-Qwest agreed to have Final Meeting minutes posted to the CMP Re-design website by close of business on Friday October 12<sup>th</sup>. Karen Clauson-Eschelon asked how the agenda that was on the Working Sessions schedule was developed, and when the team had discussed that. Clauson-Eschelon stated that the working sessions that had been scheduled through the end of the year carried specific agenda items that had not been agreed to by the team. Judy Lee stated that the Working Session schedule was a roadmap for addressing the items associated with CMP, and that the team should determine when the agenda items were addressed. Sandy Evans-Sprint stated that she was confused with some of the discussions and pointed out that the agenda seemed to get changed at every meeting and that she was unclear who drove those changes. Karen Clauson-Eschelon stated that the team had agreed to address systems CMP first, and then address product/process CMP. Judy Lee stated that the team does need to discuss the timeframes that will be used to address product/process issues. Lee stated that a placeholder should be created that addresses product/process at the Nov 1<sup>st</sup> Re-design meeting. The team agreed with this approach.

Andy Crain-Qwest then began to review the status report Qwest would file with the Colorado Commission on October 10<sup>th</sup>. Crain stated that filing would include the Master Redline document as it is following this session, the Re-design Session schedule, Re-design Meeting Minutes, Proposed SGAT CMP language and other items that had been discussed in the Re-design session, and Re-design efforts completed to date. Crain stated that he was open to any comments from the CLECs and agreed to distribute the filing to the Re-design team. It was determined by the team that CLEC comments would be provided to Crain by close of business Friday Oct 5<sup>th</sup>, and that Crain would distribute the revised status report with the CLEC comments to the team by the end of day Monday Oct 8<sup>th</sup>. Crain also stated that CLECs could make comments through Tuesday Oct 9<sup>th</sup>, with the filing to the Colorado Commission on Oct 10<sup>th</sup>. Bill Littler-Integra asked how Qwest was going to delineate items that had been discussed in the Re-design session from those that had not. Crain explained that Qwest would indicate what language had been discussed in the Master Redline versus the language that had not been discussed. Crain explained that the Master Redline carries footnotes that identify what language has been reviewed, and what language has not been reviewed. Littler stated that the status report did not clearly indicate that CMP Re-design efforts were addressing only systems. Lynne Powers-Eschelon stated that the Re-design team had agreed to address all items associated with systems, and that the team would then address product/process once that work was completed. Judy Schultz-Qwest stated that the CLECs had submitted a request (See Attachment 5, Written Summary) requesting that the Re-design team immediately address product/process issues and that time at this Re-design session had been set aside to develop interim product/process procedures in response to that written request.

Judy Schultz-Qwest then began to review Qwest procedures pertaining to retail parity and corporate compliance. Schultz stated that Qwest does have a checklist in place that is used by employees to ensure compliance to Qwest procedures. Andy Crain-Qwest stated that all Qwest employees receive annual training on Qwest compliance requirements. Lynne Powers-Eschelon asked if there were disciplinary measures taken when Qwest employees were found violating parity requirements. Crain stated that there are disciplinary measures that Qwest follows when an employee violates compliance requirements. Terry Wicks-Allegiance asked if the parity processes would be documented. Judy Schultz-Qwest stated that she would provide information that could be shared at the next Re-design session on Oct 16<sup>th</sup>. Megan Doberneck-Covad stated the documentation should include the Qwest Employee Code of Conduct issue Covad raised at a 271 workshop. Powers asked if Qwest was comfortable that parity issues be included in scope of CMP. Schultz responded that parity could be addressed in the scope discussion that was scheduled for later in the day. Mitch Menezes-ATT asked how retail processes were reviewed to determine parity implications. Schultz stated that the retail side of Qwest does the determination of whether there is a CLEC impact from a retail product or process that is being developed, and

that Qwest retail then notifies Qwest wholesale of the change. Doberneck asked if it was the Qwest process of going through a checklist that determined whether a Qwest change was CLEC impacting or not. Schultz stated that she would determine what checklists were in place and how they were used. Sharon Van Meter-ATT asked if there is a retail notification process that is non-proprietary. Van Meter stated that if there are such notices, Qwest should consider sending those out to the CLECs since there was a perception that Qwest was not identifying all retail process changes that affected the CLECs. Lynne Powers—Eschelon stated that there was a lot of information that Qwest was already sending and that the volume of information might become unmanageable. Clauson asked if it was Qwest's understanding that parity was within the scope of CMP. Powers stated that her understanding was that Qwest would identify in a notification when a particular notification addressed parity issues. Judy Lee stated that in the previous discussion she had heard two things that needed to be determined; 1. Doberneck's question regarding the Qwest checklist and how it was used by Qwest to determine parity implications, and 2. that Judy Schultz had committed to providing the documentation that would identify all disclosable material that described Qwest's process of managing retail parity and associated issues. Lynne Powers-Eschelon stated that there were four items that should be identified including any employee training materials that were used within Qwest, the checklist used by Qwest for determining retail parity implications, the criteria for the checklist, and an example of retail notices. Van Meter-ATT stated that seeing an example of a retail notice would help ATT determine whether there other notices that they would want to receive.

The team then began a review of the Master Redline document. Judy Schultz-Qwest reviewed the proposed Qwest Introduction and Scope language. Karen Clauson-Eschelon stated that the footnote language still included the wording "...that are provided to CLECs.", and that the team had stated in the previous session that there would be OSS Interfaces and Product/Process capabilities that the CLECs would request that were not currently being provided to the CLECs. Tom Dixon-WorldCom stated that the Colorado Commission had issued an order that included monitoring of special services relative to interconnection, and the term "for local services" was too limiting. Andy Crain-Qwest stated that the team needed to close the scope of CMP because CMP was not the right forum to address access issues that affected the IXCs and other carriers. Dixon again pointed out that some special access could be included in scope given the Colorado Commission order. Becky Quintana-PUC concurred with Dixon. Lynn Powers-Eschelon asked how the scope language could incorporate Dixon's comments regarding special access. Andy Crain-Qwest stated that CMP scope should be worded such that special access available to IXCs that was covered by the ASOG would not be considered as part of CMP scope. Schultz then asked if adding language "for local services" would resolve the previous discussion. Liz Balvin-WorldCom stated that it had been recommended earlier that the language "provided to CLECs" be removed. Andy Crain-Qwest then asked if crafting language such as "for local services provided by CLECs" would clarify the scope. The team then began to review the footnote and agreed upon the following language; **"Throughout this document, OSS Interfaces are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users".**

The team then moved back to the scope and introduction language. Karen Clauson-Eschelon stated that the proposed scope language did not address production defects, which were to be addressed at a later session. Tom Dixon-WorldCom stated that when the Re-design work was completed the team would need to readdress scope to determine if the language supported all aspects of CMP that had been developed by the team. Clauson stated that she agreed, but that the team had to come to a fundamental understanding of scope in order to move forward with the Re-design effort. Clauson stated that even though the exact language did not need to be crafted, an understanding and agreement on the content of scope was needed. Clauson again asked if "production support" would be included as a type of change. Jeff Thompson-Qwest stated that production support would be addressed, but that it was not feasible to treat production support as a type of change given the need to resolve production support problems as quickly as possible. Clauson stated that her concern was that production support needed to be identified as a category

within scope. Dana Filip-Qwest asked if there could be a placeholder established for production support. Clauson asked if the placeholder implied that production support was within the scope of CMP. Sandy Evan-Sprint stated that production support definitely needed to be included within CMP. Dixon stated that the scope language included several terms that had not been defined within the document. He stated that words that needed definition be identified and that the definitions needed to be developed by the team to ensure a common understanding and agreement on CMP. Liz Balvin-WorldCom asked if the team all agreed that the wording the team was working on for scope included product and process since redesign had not addressed those items specifically. Clauson stated that scope should include product and process and that the team could come back as had been recommended earlier and readdress scope once the Re-design effort was completed. The team then continued the work on CMP scope and introduction, and incorporated the language into the Master Redline document.

The team then addressed the Written Summary (See Attachment 5) that was submitted by several CLECs. Terry Wicks-Allegiance provided a brief overview of the intent of the document. Wicks stated that the CLECs thought they had an understanding of how Qwest was communicating changes in PCATs and technical documentation, but that there process changes being implemented by Qwest that were not understood by the CLECs. The CLECs also had significant concerns that Qwest was implementing major changes that had not been addressed in Re-design or that were being implemented without little or no advance notification to the CLECs. Becky Quintana-PUC asked Wicks if Qwest changes were discussed in advance with the CLECs. Wicks responded that Qwest had made some presentations but that these were understood as Qwest proposals and not as processes that would be implemented immediately. Karen Clauson-Eschelon stated that there had been presentations, but some of the CLECs expressed concerns on the Qwest process changes which were still implemented. Judy Schultz-Qwest stated that it was not Qwest's intention to stop work efforts, and that Qwest was trying to implement processes that would improve the management of document changes to PCATs and Tech Pubs. Lynne Powers-Eschelon stated that the CLECs had no idea of the magnitude of the work that was on the immediate horizon, and what the impacts of those changes were to the CLECs. Powers asked how many PCATs and Tech Pubs would be changed, and how the CLECs would assess the size of the issues associated with document changes. Susie Bliss-Qwest stated that there were approximately 30 PCATs that would be affected in the short term. Powers asked if Qwest had a list of the documentation changes that would be submitted. Bliss responded that Jarby Blackmun-Qwest maintains a schedule list for document changes. Powers stated that the Blackmun list had more than 30 items. Bliss stated the Blackmun list covered more than just PCATs, and included other documents such as the Tech Pubs. Powers asked if the Blackmun list could be provided to all CLECs so that they could determine the amount of changes that would affect them. Discussion then took place regarding how changes would be reflected in the documentation and how those changes would be presented to the CLECs. Judy Schultz-Qwest stated that when the document is brand new, such as a change from an IRRG to a PCAT, the entire document would have to be redlined since it was a total format change. Karen Clauson-Eschelon stated that the changes needed to be identified or highlighted because of internal training the CLECs would need to do when processes changed. Powers agreed and stated that they needed to see what had changed in order to determine how it affected their business. Dana Filip-Qwest stated that Qwest would assess the size of the changes and estimate the impacts to the CLECs of the document changes that were pending in the near future. Terry Wicks-Allegiance asked if Qwest had a proposal for managing an interim process for document changes. Judy Schultz-Qwest stated that Qwest would propose changes at the CMP Monthly meeting, and would implement a CLEC comment cycle. After the comment cycle, Qwest would distribute a final draft and implementation plan. Megan Doberneck-Covad asked what the comment process meant. She asked if Qwest intended to incorporate all comments into the final draft. Clauson asked why the process would be a notification at the monthly meeting, and not a CR. Sharon Van Meter-ATT asked if the process Schultz was describing was to be finalized in Re-design so that everyone had a clear understanding of the interim process and the details. Schultz answered that Qwest wanted to develop the interim process in the Re-design team. Liz Balvin-WorldCom stated that she agreed with Clauson that Qwest should manage changes to documentation as CRs, and not as a



notification at the CMP Monthly meeting. Filip stated that she had concerns that bringing in all document changes as CRs would substantially slow down the progress of the work that needed to be completed. Filip stated that a more flexible process needed to be developed by the team since there was such a large volume of work pending. Powers stated that the CLEC did not have any information on the size and impact of the work that was pending, and that it was impossible to commit to processes without having an understanding of the volumes and potential impacts to the CLECs. Clauson pointed out that the CLECs were aware that Qwest had a large backlog of work, but an organized process to deal with the backlog needed to be developed since the CLECs were speculating on the impacts and the processes to address them. Filip committed that the Qwest team would pull together the necessary information to assess the document activities scheduled for October 15<sup>th</sup>. Becky Quintana-PUC stated that the Commission would want to be aware of any new processes that were being developed, since the Commission understood that Qwest would use CMP processes for changes. Andy Crain-Qwest stated that Qwest wrote stipulations for submitting documentation to the CLECs, but there were no stipulations that document changes would be managed through the CMP CR process. Crain further stated that the documentation changes being discussed could include changes that affect product and processes and changes that had no effect on processes or products. Quintana stated that a notification process would not work for substantive issues, and in those cases, the CR process should be used. Balvin pointed out that comments WorldCom made regarding line splitting had never been responded to. Powers stated that Qwest needed to help the CLECs by providing a list of the pending documentation changes, and by identifying any substantive issues associated with those changes. Powers further stated that the CLECs did not want to slow down Qwest's work, but that the CLECs needed to understand the scope and impacts of the changes. Doberneck stated that bringing changes to documents such as the tech pubs through the CMP process would result in developing a final document incorporating all CLEC comments, a process which should benefit Qwest and the CLECs. Dixon reviewed several items that needed clarification or development including; CLECs knowing in advance of notification activity what notifications were planned, how the volumes would change with the 45 day stipulation, CLECs reviewing what will be issued before notifications are sent, having CLECs help set comment periods, and increasing CLEC involvement to improve the process. Donna Osborne-Miller agreed with Dixon's comments and stated that CMP is the forum that should be used to develop clearly defined processes. Mitch Menezes-ATT stated that much of the discussion had revolved around document changes going forward, but that Qwest had made a commitment to highlight changes on past documentation. Schultz responded that Qwest would determine how past documentation would be addressed and that the team agree on a process moving forward. Filip reiterated that the team should focus immediate efforts on developing the interim process that could be used going forward so that the volume of pending work could be most effectively managed. Bliss then reviewed the Web Release and Notice Schedule (See Attachment 6). Dixon stated the information was helpful, but that additions should be made to assist the CLECs in assessing impacts of the document changes. Mitch Menezes-ATT stated that there should be a column added that provided the reason or source for the change. Clauson stated that the Schedule could be used as a tool, however there needed to be additional information that identified the potential impact of the change to the CLECs. Clauson recommended two processes; one for identifying documentation that did not impact CLECs, and the other for documentation that did impact CLECs. Clauson stated that document changes that affected the CLECs should become a CR and be brought to the monthly meeting. Terry Wicks-Allegiance stated there had been cases when a notification affected CLEC operating procedures, and that those notifications and document changes needed to be presented as CRs. Clauson stated that the Schedule did not give an indication of what were just changes to documentation, and what were substantive changes that could affect the CLECs. Bill Littler-Integra stated that the Schedule did not indicate the number of pages or paragraphs changed in each document, and that this information was important to assess the potential impact of the change. Filip asked the team if criteria for CLEC affecting had been developed, and stated that Qwest might not know when a document change or notification was CLEC affecting without knowing that criteria. Lynne Powers-Eschelon stated that any change, which affects the way a CLEC does business, was a CLEC affecting change. Clauson stated that the CLECs did not need Qwest to issue CRs for document changes that were cosmetic. Dixon stated that Qwest had an

operative model for document revisions in the way Qwest manages tariff changes. Clauson commented that although the Schedule might include the number of pages for a document, that the real requirement was understanding what was being changed and the number of pages being changed. Menezes asked how far in advance Qwest would know what the document change schedule was, and asked if the document changes being discussed included all documentation sent to the CLECs. Filip stated that Qwest has a comprehensive list of document changes scheduled 45 days in advance of the change, and that Qwest was trying to funnel all external communications through a single process. Filip stated the priority was to develop a process that could be implemented quickly that met the needs of the CLECs and Qwest. Powers asked if Qwest would stop all notifications until the process had been developed because the CLECs had not been able to assess the impacts to the CLECs for notifications that had already been sent out. Andy Crain-Qwest stated that Qwest would review the notifications and document changes that were going to be sent through October and bring that information back to the team on Oct 3<sup>rd</sup>. Clauson asked if Qwest was planning to stop all notifications. Bill Littler-Integra stated that there had been no answer to the questions regarding stopping notices until a process was developed and agreed to. Crain stated the team should address stopping notifications at the Oct 3<sup>rd</sup> meeting, and that Qwest would bring an interim process back to the team on October 3<sup>rd</sup>.

The following day, the Redesign meeting began with a review of two handouts Qwest developed the previous evening. One handout contained recommended language for an interim process Qwest would put in place for product/process notifications (See Attachment 7), and the other was an assessment of the notifications that were being provided by Qwest to the CLECs during the first half of October (See Attachment 8). Judy Schultz-Qwest reviewed the notification matrix and described the information that had been developed by Qwest regarding notifications that were being sent to the CLECs. Schultz reviewed the columns with the team and stated that the information covering over 30 notifications that were being sent between Oct 1 and Oct 15. Susie Bliss-Qwest stated that Qwest had assessed the notifications to determine how many would be considered CLEC affecting based on Qwest criteria, but that Qwest would like to develop criteria with the CLECs to better identify CLEC affecting changes. Dana Filip-Qwest explained that Qwest had looked carefully at all notifications and that it had been determined almost all the notifications were not CLEC affecting. Filip continued by stating that there were two notifications with substantive changes. Bill Littler-Integra asked if the analysis included the notifications that were sent out Oct 3<sup>rd</sup>. Bliss stated those notifications were included. Andy Crain-Qwest then reviewed that "Interim Product/Process" language that had been provided to the team by Qwest. Crain explained that there were two categories of notifications; one being those that changed CLEC operating procedures, and the other being those that did not change CLEC operating procedures. For those changes that did change CLEC operating procedures, Qwest would initiate a CR and that CR and the document changes would be presented to the CLECs at the CMP monthly meetings. For those notifications that did not change CLEC operating procedures, CLECs would receive the notification with the document changes and a summary of the changes. Mitch Menezes-ATT asked what would happen if Qwest's assessment of CLEC affecting was wrong. Becky Quintana-PUC asked if the team could receive a written summary of the criteria Qwest used to determine what was CLEC affecting. Filip stated that Qwest might have difficulty identifying all the criteria, and asked if the team could help Qwest in identifying what should be considered when making an assessment of what was CLEC affecting, and what was not. Quintana stated that a definition would be helpful to all parties involved. Filip stated that Qwest still needed to review what processes could be implemented for historical documentation. Filip explained that in some cases Qwest may not have access to the historical documentation to identify exactly what changes had been made, and that Qwest would work to provide a summary whenever possible of the changes that were made. Menezes stated that there had been discussion of both highlighting and redlining, and that the two were not the same. Filip stated that Qwest wanted to implement the solution the team wanted, and asked for input. Liz Balvin-WorldCom stated they would prefer receiving a summary page with the changes highlighted. Menezes pointed out that redlining was more effective because the change that had been made would be in red, with the removed language struck through for reference. Sandy Evans-Sprint stated that the summary page with the changes would be needed in either case. The team

determined that redlining was the first preference. Discussion then turned to the fact that, in some cases, Qwest may not have the adequate historical documentation for redlining. Filip stated that Qwest would look at the historical documentation and make an analysis of what was required to document and redline the changes. Menezes asked when the team would know what Qwest planned for historical documentation. Judy Schultz-Qwest stated that Qwest would present a plan at the Oct 16<sup>th</sup> Re-design session. The team then reviewed the rest of the proposal and made modifications to the language that are reflected in the attachment. Those changes included adding language for the Exception process (See Attachment 9), identifying the document change processes, and referring to the CMP Master Redline (See Attachment 12) for Escalation procedures. The team then reviewed the notification list (Attachment 8) and asked if a sample of the notifications could be reviewed in the afternoon to create a better understanding of how Qwest had assessed CLEC impacting. Susie Bliss-Qwest stated that Qwest had arranged for a conference call on Friday to develop definitions for CLEC affecting and provided the call-in numbers to the CLEC team members that would participate in the call to identify criteria that affects CLEC operating procedures. The team then began a review of the Interim Exception Process (See Attachment 9). The team agreed to modify the process to include a notification of two business days prior to an Exception meeting. The Exception process is to be used by Qwest or CLECs when normal CMP processes could not be followed.

Qwest then made presentations on several notifications that were to be mailed in October. Cindy Buckmaster-Qwest reviewed the notification regarding intervals for Quick Loop and LNP. This notification had been rated as affecting the CLECs, and Buckmaster explained that the notification was to explain that Qwest was changing the intervals to be consistent since the interval for Quick Loop was 3 days, and the interval for LNP was 4 days. Buckmaster explained that the reason Qwest had rated it as a high for CLEC affecting was because a new interval of 3 days had been established for both services, and that the CLECs would need to train their personnel on the changes. Cliff Dinwiddie-Qwest then reviewed a notification regarding Line Sharing that had been determined by Qwest as not affecting CLEC operating procedures. Dinwiddie explained that Qwest was implementing an additional testing process that would be transparent to the CLECs and that would help ensure that the facilities were provisioned correctly. Becky Quintana-PUC stated that although Qwest may not think the additional testing was CLEC affecting, it may reduce the amount of testing the CLEC needed to perform. Andy Crain-Qwest stated that this was a change that the CLECs could still comment on, but that the testing was an improvement that the CLECs would want. Mana Jennings Fader-PUC asked Dinwiddie if the changes he was discussing would result in a rate change. Dinwiddie stated there would be no rate change. Freddi Pennington-Qwest then reviewed two additional notifications regarding Non-loaded Two Wire Loops and Analog Loops. Pennington explained that all changes were to correct typographical errors, and that there were no impacts to the CLECs with these changes. The team had no further questions on the examples provided.

Discussion then turned to the Escalation Process. Judy Schultz-Qwest presented a proposal for the intervals for Escalations. Schultz stated that Qwest could commit to a 7 day turnaround time for Escalations related to CRs since Qwest had the information on the CR and would have reviewed the CR response with Qwest executives. Schultz stated that Qwest would need 14 days for turnaround of an escalation not related to a CR. The team agreed to the modifications and updated the language in the Master Redline (See Attachment 12). It was also determined that there needed to be a definition of good faith. Tom Dixon-WorldCom and Andy Crain-Qwest agreed to provide the language at the next CMP Redesign meeting.

Judy Schultz-Qwest then began to review the Work Flow for CLEC Initiated Product/Process CRs (See Attachment 10). There was discussion regarding how clarification calls should be handled. Discussion followed that the clarification call should only be held with the CR originator, and that there should be no discussion of solutions in that meeting. Lynne Powers-Eschelon stated that there were 12 CRs that had been recently issued, and Eschelon did not have the time to be on all clarification calls. Sharon Van Meter-ATT stated that the clarification calls should be open to all CLECs that wanted to participate to ensure that all CLECs had an opportunity to provide input into

the CR if it impacted them. The group decided to take a vote on the decision to hold clarification calls with only the originating CLEC, or with all interested CLECs. It was determined by a vote of 4-2 that the clarification call would be held with only the originating CLEC. The team agreed to timelines and definitions that were updated in the document. Becky Quintana-PUC asked why the process that was being discussed was being considered "interim". Quintana asked why the processes being developed by the team were not considered as agreed to processes that could be reviewed later if necessary. Lynne Powers-Eschelon stated that Eschelon preferred keeping the processes as interim until they were addressed at a later date. Quintana stated that this approach appeared to be a duplication of work and that the processes discussed could be changed if it was determined that they did not work. Judy Schultz-Qwest stated Qwest supported adopting the process as permanent and that CMP, in general, would be subject to continuous improvements. Bill Littler-Integra stated that the intent was not to discard the work that had been done, and that the team could try out the processes that were developed and if they did not work then modify or fix them. Tom Dixon-WorldCom stated that this might be a matter of semantics, and that the reason the term interim was used was due to the fact that these processes were being implemented while the team was developing the Master redline document. It was then determined that the CLECs needed to caucus and vote on whether the language the team had agreed to for CLEC Originated Product/Process CRs should be incorporated into the Master Redline document. Tom Dixon-WorldCom stated concerns that the voting procedures did not follow earlier agreed to language on Voting and Impasse Issues, but the team determined that the language could be addressed and updated at a later Re-design session. Liz Balvin-WorldCom stated that interim processes could be implemented as soon as possible, and that interim should be defined to make that clear. The CLECs caucused and the results of the voting and procedures for ongoing Re-design sessions were determined (See Attachment 11). The team then reviewed the Issues/Actions log which was updated following this Re-design session (See Attachment 4).

**Issues/Action Items:**

OPEN	CLOSED
#104: Parity in Retail changes	#38: Notifications
#105: Parity Compliance	#60: CLEC Questionnaire
#106: Definition of Terms	#63: CMP Re-design
#107: CMP Roles and Responsibilities	#66 and 67: 271Workshop SGAT
#108 and 109: PCAT-Tech Pub Notification	#72: CR Process
#110: CLEC Operating Procedures	#73: Account Management
#111 and 112: Documentation	#74: Cancelled—duplicative of #72
#114: CLEC Impacting Check Sheet	#80 and 81: Escalation
#115: SGAT Language	#83-86: Dispute Resolution
#116: New Product Offering	#87: Re-design Impasse Resolution
#118: Criteria for Denied CR	#96: Introduction and Scope
#119: Video Conferencing	#97: Types of Changes
#120, 121, 124: Qwest's Status Report Filing	#101: Schedule of Working Sessions
#123, 125: Interim Process	#113: Interim Exception Process
	#117: CMP Re-design Location
	#122: Source of Change

## CLEC-Qwest Change Management Process Re-design

October 2 and 3, 2001 Working Session

## ATTENDANCE RECORD

## Core Team Members

10/2	10/3	Company	Last Name	First Name	Email	Phone	Comments
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# CLEC-Qwest Change Management Process Re-design

October 2 and 3, 2001 Working Session

## ATTENDANCE RECORD

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## CLEC-Qwest Change Management Process Re-design

October 2 and 3, 2001 Working Session

## ATTENDANCE RECORD

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## Facilitator

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**EXHIBIT DLP-8**





**To:** Matt Rossi & Mark Routh  
**From:** Lynne Powers  
**Date:** July 5, 2001  
**Re:** Eschelon's Comments on the Qwest CICMP Restructure

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On June 26, 2001, Qwest distributed a Proposal for restructuring Qwest's Co-Provider Industry Change Management Process ("CICMP"). Qwest requested comments by July 6, 2001. Separately, I provided to you a Memorandum, on behalf of the CLEC Forum, regarding scheduling issues and the CLEC's proposal that the Ordering and Billing Forum ("OBF") 2233 document be used as a basis for the Qwest CICMP Restructure discussion. Eschelon supports those recommendations and also provides these written comments on the Qwest CICMP Restructure.

In its cover email on June 26<sup>th</sup>, Qwest described its five-page Proposal as a "high level" approach. Because Qwest's proposed approach is high level only, it does not provide information about the specific nature of the restructure that is sufficient to allow CLECs to discern whether the approach is a workable one. Eschelon hopes that Qwest and the CLECs will be able to work through the needed details together over the next several months to arrive at a mutually acceptable approach. Such an approach should provide sufficient detail to provide notice to participants about the process and allow smooth implementation of the restructure. The OBF 2233 document provides the kind of specific, detailed information that is needed by CLECs to understand and rely upon the process. That document and the PIDs also include the kinds of metrics that are needed with respect to CICMP. Intervals need to be established for the distribution of Qwest's change management notification and documentation, and metrics are needed to report Qwest's compliance with those intervals.

Eschelon was pleased to read in Qwest's Proposal that Qwest will begin sharing with CLECs all proposals that impact CLECs, including those initiated by Qwest, on at least a quarterly basis. In particular, more information is needed a timely basis about Qwest-initiated changes. Although Qwest's Proposal indicates that it will share these proposals "at a high-level," Eschelon believes that Qwest needs to provide sufficient detail to allow CLECs to evaluate and anticipate such proposed changes and to do so with adequate notice.

Qwest's Proposal also states that Qwest-initiated changes will be prioritized in a collaborative process. In the past, the CLECs have been asked to vote on CLEC-initiated changes after Qwest has decided upon which of its own changes will be made and then independently set the number and size of CLEC-initiated changes that will be allowed. Therefore, although the CLECs may agree that five of fifteen issues are all top priority, Qwest may allow CLECs to select three of those five, because Qwest has already selected a number of its own changes. CLECs know little about the criteria that Qwest has used to do so. CLECs need a better understanding of the factors

affecting Qwest's decisions in this regard. More information, along with an opportunity to prioritize both Qwest- and CLEC-initiated changes, will clarify this process and help ensure true, nondiscriminatory industry prioritization.

Another aspect of prioritization that should be included in the restructure is the issue of notice. Qwest needs to provide clear, advance notice of the specific issues on which carriers will be asked to vote and when the vote will occur. Intervals should be established for both CLEC- and Qwest-initiated changes for the presentation, review, evaluation, and resolution of such changes.

Generally, more notice is needed of CICMP issues. For example, the final distribution packages for the meetings often are not distributed until the evening before or day of the CICMP meetings. Qwest at times adds items to the agenda without providing adequate notice to allow interested CLECs, or the appropriate subject matter personnel from a participating CLEC, to participate. Qwest has also organized separate calls, either with specific CLECs or a group of CLECs, to address issues in more depth that were raised during CICMP. Often, such calls are poorly noticed, no agenda or list of Qwest attendees is provided in advance of the call, and no written summary or list of action items is provided after the call. Timely and effective notice is needed for issues affecting conduct of the meetings and calls, as well as substantive changes to systems and processes.

Notices will not be effective if they are not received by the proper parties. The current notice system is becoming unmanageable because of the number of notices of a wide-ranging nature that go to a general distribution list. Eschelon has asked that Qwest implement a process, which Qwest had previously announced but not implemented, of grouping notices by subject matter to allow CLECs an opportunity to designate personnel who should receive relevant notices. More work is needed in this area to ensure that effective notice is provided in a meaningful manner. Without a more manageable notice process, smaller CLECs will be unable to participate in the process, and all parties will experience inefficiencies as CLECs ask about issues that have been covered by a notice but that notice was not received by the proper party. Qwest's Proposal does not address these kinds of notice issues.

A significant change that is needed in CICMP, but not addressed in Qwest's Proposal, is the identification and accountability of executives within Qwest with ownership for following through with issues. The CICMP Managers may coordinate issues, but they cannot commit to make changes or allocate the resources to do so. Qwest should designate an executive with ownership for ensuring completion of committed activities, identify that individual, and ensure that the individual is accountable for results. It may be unclear who is responsible for an issue, the responsible person may not have either the appropriate knowledge or authority level to follow through with an issue, or the designated person changes and the change causes delay. Ownership and commitment is needed to ensure timeliness and responsiveness.

Qwest's high level Proposal is subject to interpretation and leaves many questions unanswered. A more concrete description of the process is needed.

**EXHIBIT DLP-9**

**CLEC-Qwest CMP Redesign  
Combined Gap Analysis**

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#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
<b>SCOPE</b>			
1	Scope-Rates	Eschelon	<p><u>Rates:</u> Whether and to what extent/how included in CMP</p> <p>“The extent to which rates are within the Scope of the CMP needs to be addressed and, if part of the Scope, language needs to be developed with respect to this issue. . . . Whether and how either Qwest or CLEC rates may be the subject of CRs has yet to be addressed.” (Eschelon Comments/Nov. Status Report.)</p> <p>Relationship to interconnection agreements</p>
2		AT&T	<p>Should have a discussion of what a “rate validation” is, how Qwest goes about it and address CLEC concerns raised in CMP. These are changes Qwest makes to rate tables that impact CLECs and there is not enough discussion (and no negotiation) before Qwest unilaterally makes changes to rates.</p> <p><b>[CLOSED 6/14/02]</b></p>
3	Scope- Interim Scope of CMP	Eschelon	<p><u>Interim Scope of CMP:</u> “The Parties agreed that the Scope of CMP encompasses changes to products and processes (including manual) and OSS interfaces that affect system functions that support or affect the capabilities for local services provided by CLECs to their end users. Based on discussions since then and the Qwest-initiated CRs submitted (and not submitted) to date, however, the Parties have identified that further discussion is needed as to whether all issues within the Scope of CMP require use of CRs and, if not, the parameters for when CRs are required. The resolution of this issue may ultimately appear in the documentation in another section, such as the types of changes, but the relationship to Scope must be addressed.” (Eschelon Comments/Nov. Status Report.)</p>
4	Scope-Define	WorldCom	<p>Scope fully defined when 100% of the processes have been negotiated to determine completeness</p> <p><b>[CLOSED 10/09/02]</b></p>
5	Scope- Production defects	WorldCom	<p>Are production defects included in scope of CMP?</p>
6	Scope- Retail	Eschelon	<p><b>[CLOSED 4/4/02: Software defects are included under CMP-Production Support].</b></p> <p><u>Retail:</u> “CLECs have indicated that they interpret the Scope language to include changes to Qwest retail systems or processes when those changes affect CLECs. For example, if a dramatic</p>

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			improvement was made to the raw loop data tool used by Qwest retail, ensuring that CLECs are aware of the change and a comparable change is provided to CLECs would be within the scope of CMP. If Qwest disagrees, additional discussion will be needed with respect to this issue." (Eschelon Comments/Nov. Status Report.)
7	Scope- OSS Interface	Eschelon Closed 3/7/02	Qwest Back-End Systems: CLECs have indicated that the definition of "OSS Interfaces" in footnote 1 to the Master Red-Lined Document is broad and includes changes to back-end systems and processes/functions/capabilities (as well as retail, <i>see supra</i> ). The intent is a definition that is broader than may be associated with "OSS Interfaces" in other contexts. If Qwest disagrees, additional discussion will be needed with respect to this issue. <b>[CLOSED 3/7/02: CR Process language reflects that a CR may not be denied because of a request for back-end systems changes]</b>
8	Scope- CMP	Eschelon	CMP encompasses/list: As indicated in brackets on page 6 of the Red-Lined Master, the Team agreed to revisit the list in this paragraph of changes that the CMP encompasses. ["requirement definition, design, development, notification, testing, implementation and disposition of changes - revisit list"]
9	Scope- CMP	AT&T	Master Redline, p. 6, states that "CMP is managed by CLEC and Qwest . . . "At this point, AT&T does not feel that this is happening. It appears much more within Qwest's control with regard to what gets done. This is related to item 15 below.  AT&T Comment #15 as follows: Qwest has the ability to reject/deny CLEC CRs. CLECs do not have the ability to reject/deny Qwest CRs. We need to discuss and find a way to balance the process. As it stands, Qwest CRs go through to completion over CLEC objections, however, CLEC CRs do not go through over Qwest's objection. CLECs have to use the escalation or dispute resolution process either to advance their CRs (when Qwest rejects/denies) or oppose Qwest CRs (when Qwest ignores CLEC objections). Qwest is never put in this position. This applies to product/process and may apply to systems as well (the group should discuss). <b>CLOSED 10/09/02</b>
10	Scope- States to which the CMP applies	AT&T	We should state in the body of the Master Redline all of the states to which the CMP applies. Presumably, it will be all 14 Qwest states unless we have differences from state to state as a result of dispute resolution. <b>CLOSED 7/23/02</b>

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11	Scope- Activities that are not within the scope	AT&T	A statement in the Master Redline of what activities are not within the scope and, where appropriate, a reference to where/how such things are handled (i.e., BFR, account team activities, service managers activities). <b>CLOSED 10/09/02</b>
<b>TYPES OF CHANGES</b>			
12	Types of Changes- Regulatory, PID, PAP, CPAP	Judy Lee, Facilitator	<p>The Redesign team needs to reconcile outstanding issues on performance measurements.</p> <p>Recent OBF proposal states: Regulatory Change</p> <p>“These changes are mandated/required by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are not voluntary but are requisites to comply with newly passed legislation, court rulings or regulatory requirements. These may include new functionality, enhancements to existing interface functionality, and/or enhancements required to meet performance measurements. Either the customer or the provider may initiate the change request.”</p> <p><b>[CLOSED 3/18/02: CO PUC decision resolved this issue. Refer to Master Redlined framework]</b></p>
13		Covad	<p>How are CRs, which are either directly or indirectly related to PAP/PIDs, dealt with as part of CMP?</p> <p>What is the interrelationship between the CPAP's reference to CLEC-affecting changes and the definition of CLEC affecting that is in the process of being developed in CMP Redesign?</p> <p>What constitutes a regulatory CR? Additional work is required on criteria for designation of regulatory CRs. How is agreement reached on classification? Can a CLEC challenge the regulatory designation and, if so, what are the associated processes and timelines? Can regulatory CRs be submitted by any party? If a CLEC submits a regulatory CR, what process will apply to that CR and is it the same process that will be applied to Qwest's regulatory CRs?</p> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>
14		Eschelon	<p><b>PID/PAP: PID interpretation, measurement, and changes and Qwest use of PID information in CR Responses: Whether/how dealt with in CMP. (Refer to discussion in December CMP meetings)</b></p>

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15		AT&T	<p><u>Regulatory CRs:</u> Ensure that the Core Team members have a common understanding of existing language defining Regulatory CRs and review whether any changes to the definition are needed. For example, Qwest has asserted that improvements that it seeks to make to improve PID performance to avoid PAP penalties may be considered Regulatory CRs, and CLECs have disagreed. CLECs have pointed out that such a change may technically allow Qwest to meet a PID without actually improving quality of service to the CLECs. Also, if CLECs request quality of service improvements, but those improvements don't happen to be associated with a PAP penalty, the CLECs' requested changes have to go through prioritization. Qwest's requested changes should be subject to prioritization as well. If Qwest's requested changes are more important, they will be prioritized over the CLEC's requested changes. Define process for Product/Process CRs, as well as Systems CRs.</p> <p>Change management of PIDs. From statements Qwest has made, AT&amp;T was under the impression that Qwest had proposed an industry forum approach to PID change management in the multistate proceeding. Upon review, the only thing AT&amp;T could find is in Section 16.1 of Qwest's Multistate PAP:</p> <p>"Every six (6) months, beginning six months after the effective date of the first Section 271 approval by the FCC of one of the states that participated in the multi-state QPAP review proceeding, Qwest, CLECs and the Commissions of those state [s] shall participate in a common review of the performance measurements to determine whether measurements should be added, deleted, or modified; . . ."</p> <p>If this is Qwest's proposal, it does not address the concern raised by AT&amp;T and other CLECs in CMP Redesign that PID change management needs to be done in an industry process and CMP is the most appropriate place to do it (after ROC) because of the connection all of the activities in CMP have to the PIDs (Qwest rejects CRs based on PIDs; Qwest wants to call CRs relating to PIDs regulatory changes). This remains a gap in the Redesign.</p> <p>Page 9 of the Master Redline (Industry Guideline Change). The language could be cleaned up to</p>

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16		Qwest	<p>define the category in terms of "guidelines established by telecommunications industry standards organizations," rather than just saying the category "implements industry guidelines."</p> <p><b>[CLOSED 6/14/02]</b></p> <p>Performance Measurements, Document: Qwest's Colorado Application to Provide In-Region Interlata Service, Colorado PUC Docket Number 971-198T, June 19-22, 2001 There is discussion on individual performance measurements in the CR process, but no formal discussion on performance management and assurance.</p> <p>How will changes to tracking and reporting to CLECs be handled? (e.g., CMP CR initiation process)</p> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>
17		WorldCom	<p>Regulatory CRs</p> <p>a) PIDS updates whereby system enhancements are identified (Coil)</p> <p>b) Disagreement (Impasse?) on PID/PAP changes for exception to the CMP prioritization process</p> <p><b>[CLOSED 6/6/02: Impasse issue resolved; refer to Master Redlined framework for language]</b></p>
18		Eschelon	<p><u>Industry Guideline CRs: Do we need to add language such as "or other recognized and agreed upon industry guideline body" to ensure that the list of industry groups is complete (and flexible if Qwest and CLECs agree to add any)?"</u></p> <p>The Redlined Master language states: "using a national implementation timeline, if any." Need to be sure document, in some section, deals with the process when there is no timeline, when the timeline is optional and Qwest and CLECs do not want to implement per that timeline, etc.</p> <p><u>Develop and document process for handling "draft" industry guideline changes. (ACTION ITEM #94</u></p> <p><u>Need to discuss and document relationship to prioritization.</u></p>
19		WorldCom	<p>Industry Guideline Changes</p>



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20	Types of Changes- Qwest Originated CRs	Eschelon	<p>a) Governing bodies b) Timelines for implementation</p> <p><b>CLOSED 6/6/02: Refer to Master Redlined framework; governing bodies not applicable]</b></p> <p><b>Qwest-Originated CRs:</b> The current definition encompasses systems and product/process changes within the scope of CMP. Has Qwest's position changed on this? If so, what is Qwest's position and proposed language?</p> <p>Processes need to be developed with respect to CRs submitted by Qwest for systems and product/process issues.</p> <p>Whether and to what extent agreement or approval is needed, and the process for obtaining it when needed, are all issues that remain for discussion in the CMP Re-Design.</p> <p><b>Status History:</b> Need to be sure that Status History is updated, as with CLEC CRs. (Has not been done for Additional Testing CR.)</p> <p>Whether Qwest-initiated CR can include an effective date (and, if so, may a CLEC-initiated CR include one, and are they treated the same):</p> <p>"If Qwest can announce an effective date in a CR and unilaterally implement it over CLEC objection, submission of a CR is, in effect, no different from merely issuing a unilateral notification of a change. . . . The Core Team also needs to address whether the CR may become effective or the proposed effective date [if any can be in the CR] is suspended while the dispute is being resolved." (Eschelon Comments/Nov. Status Report.)</p> <p>"The role of "clarification" discussions needs to be examined with respect to Qwest-initiated and other non-CLEC initiated CRs." (Eschelon Comments/Nov. Status Report.)</p> <p>How are Qwest-initiated Product or Process CRs to be administered? They cannot be handled as RNs,</p>
21		Covad	

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			which will be implemented regardless of CLEC input.
			Is Qwest still committed to redesigning product and process or will it stop at systems?
22		WorldCom	<p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p> <p>Qwest Originated Change</p> <ul style="list-style-type: none"> <li>a) Source of changes (i.e. how are retail changes determined to be or not be CLEC impacting</li> <li>b) Document process for identifying CLEC-impacting changes</li> <li>c) Document what steps of the CR initiation process are performed internally by Qwest</li> <li>c) Conclude discussion on CLEC-impacting changes. ACTION ITEM #179</li> </ul> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p> <p>Production Support CRs: This type of change was deleted. But, in the production support section, there are references to submitting CRs. Does this need to be addressed either there or in the types of changes section to clarify this? What type of CR is it? Is that sufficiently clear from the existing documentation?</p> <p>“Production Support” is not currently listed as a type of change, at Qwest’s request. But, the production support language proposed by Qwest indicates that certain production support changes (at lower levels of severity) should be requested using a CR. Therefore, the parties still need to address this issue and the proper handling of production support changes.” (Eschelon Comments/Nov. Status Report.)</p> <p>Need to include language in the Master Redline under “Types of Change”(p. 8) for Production Support (since under the Production Support language a CLEC is directed to the CR process for Severity 3 and 4 troubles). <b>CLOSED 7/23/02</b></p>
23	Types of Changes- Production Support	Eschelon	<p>Process for Determining Type of Change, if Disputed: “Need a process to debate whether a change fits as a regulatory or industry guideline change. With the information [below], CLECs will be informed to have this debate.” (AT&amp;T 11/13/01 email) ACTION ITEM #213</p>
24		AT&T	Production changes
25	Types of Changes- Disputed	Eschelon	a) Production changes that do not meet section 12 criteria
26	Types of changes-	WorldCom	

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	production support		b) [CLOSED 6/6/02: Refer to Master Redlined framework]
<b>CHANGE REQUEST INITIATION PROCESS</b>			
27	Change Request Initiation Process	WorldCom Closed 6/6/02	<p>CR Initiation Process</p> <ol style="list-style-type: none"> <li>1) Needs parity language for changes made to all interfaces at same time</li> <li>2) Re-address language where to send CR (i.e., CMP Mgr. vs. mailbox)</li> <li>3) Language for Inclusion of "type" of changes should be included (i.e., Regulatory, Industry, etc.)</li> <li>4) Language to address Qwest to follow same CR process (i.e., denied, prioritized) ACTION ITEM #135</li> <li>5) Process for CRs that crossover both OSS and product and process. ACTION ITEM #163</li> <li>6) How are proprietary CRs handled? ACTION ITEM #88</li> <li>7) How are CRs tracked?</li> </ol> <p>CR Initiation Process</p> <ol style="list-style-type: none"> <li>1) Need language for denial of CRs (Qwest policy, business cost, specific regulatory ruling)</li> <li>2) What about Qwest-initiated CRs that have CLEC-impacting changes?</li> <li>3) CR language that affects both OSS and Product and process needs to be addressed.</li> <li>4) Address Product &amp; Process escalation process.</li> <li>5) Verify Interim process is working as established.</li> </ol>
28		Eschelon	<p>[CLOSED 6/6/02: Refer to Master Redlined framework]</p> <p>CLEC-Originated CRs: Should the Master Reline include language, such as "originated by one or more CLECs"? May CLECs submit CRs jointly (and, if so, do the forms allow for this)? Once one CLEC has originated a CR, Qwest has indicated that it does not want to deal with multiple CRs on the same issue. Other CLECs thus monitor the progress of the first CLEC's CR (and can later take up processing or escalation of the CR). Need to ensure documentation accurately reflects this process.</p>

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			<p>The Master, on pp. 14 &amp; 20, provides that: "If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notice to the Qwest CMP Manager." Is withdrawal one of the current statuses? Is a notice sent to CLECs that a CR is being withdrawn so that others may assume responsibility?</p> <p><u>System v. Product/Process (or both):</u> Address "system" v. "product/process" CRs (criteria for determining proper forum; what happens when unclear or new facts determine other category is more appropriate) and the process when one issue has both systems and product/process aspects. ACTION ITEM #163</p> <p>Document the process when a CR is moved from one category to the other and how this is indicated in the documentation so that the history can be fully tracked and understood.</p> <p>Examples of CRs handled in both Systems CMP and Process CMP:            Process CR# 5582295 &amp; Systems CR # SCR092601-1            Process CR# 5579345 &amp; Systems CR # SCR112101-2            Process CR # PC083001-1 &amp; Systems CR # SCR101901-1            Process CR # PC100401-2 &amp; Systems CR # SCR112101-1</p> <p>"Donna Osborne-Miller of AT&amp;T asked where a CLEC should send a request if they were not sure of whether it was a product or process change. Mark Routh of Qwest stated when in doubt, CLECs can send the change request to either him or Matt Rossi. Routh clarified that he and Rossi coordinate all CRs received from CLECs to ensure there are no overlaps. Judy Schultz of Qwest responded that most product/process changes result in a system change, but that there was not a desire to create multiple CRs for the same request. Terri Bahner of AT&amp;T expressed concern about what would happen if a CLEC missed a product or system affected on the CR form. Judy Schultz of Qwest stated that any areas being addressed by the CR request would be identified during the clarification</p>

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29		Covad	<p>meeting. [AT&amp;T Comment: This should be added to the issues/action items log. We need to discuss how these overlaps should be handled, what the process is for Qwest to expeditiously reconcile internally where a CR falls and how to process such CRs. If a CR affects both product/process and systems, what is done to coordinate among all the right folks? At which CMP meeting are they discussed (systems or product/process)?, etc.]” (AT&amp;T 11/23/01 email – comments on meeting minutes)</p> <p><u>Documented flow for all types of CRs: Review and revise Red-Lined Master language as needed to ensure that the CR Initiation Process and the flow of CRs through conclusion of the process is described as to all types of CRs (not just CLEC-initiated CRs).</u></p> <p>How are OSS, Process and Product CRs to be cross-referenced and worked together when they are related? How will Qwest categorize and address product/process CRs that impact systems or compel a change to Qwest systems?</p>
30		Eschelon	<p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p> <p><u>Acknowledgement/CR Number Assignment:</u> The CR Initiation Processes state that the CMP Manager will assign a CR number before forwarding the CR to the CMP Group Manager and then the CMP Manager will send an acknowledgement to the CR originator. The processes (pp. 12 &amp; 18) do not state, however, that the CR number will be provided to the originator until two days after acknowledgement. Currently, the CR number is included in the acknowledgment. CLECs need the number at that time to track the CR, to ask questions about its status, etc. The documentation should be revised to reflect the current practice of providing the CR number to the originator in the acknowledgement.</p>
31		Eschelon	<p><u>Tracking CRs:</u> Redlined document indicates in brackets that this section will be moved to CR Initiation Process. Move it and be sure documentation reflects entire process for tracking CRs (and new format for status histories, interactive reports, etc.) and states that documents will be posted on the web and when.</p> <p><u>Address when and how CRs are archived.</u></p>



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32		Eschelon	The CR Initiation Processes state that certain steps will be taken (such as producing meeting minutes) but do not necessarily state that these documents will be posted to the web and when. Is it sufficient to cover this in the separate section on documentation, or should it state that step here wherever applicable? (Does "issue" mean posting on web, or notice, or what?)
33		Eschelon	<u>SMEs:</u> State in the Master that SMEs and CRPMs will participate in the CMP meetings at which their CRs are discussed. <u>Organization of CR Initiation Documentation for Systems and Product/Process:</u> The Master currently has one section for Initiation of CRs for Systems (starting on p. 12) and another for Product/Process (starting on page 18). Eschelon previously suggested that the initiation and clarification process should be described in one, single section, because it is the same for both. To the extent there are minor differences, they could be noted. Then, a separate section would describe the flow of the CR, once initiated, and that would have sub-sections describing systems and product/process, where they vary. Eschelon continues to request this structure, as it would be more clear and less complicated.
34		Eschelon	<u>Product/Process CR Initiation Process:</u> As noted above, Eschelon believes that the initiation process should be combined in the documentation for systems and product/process so the reader knows that much of the process (such as the CR form, the assignment of a number, etc.) is the same. As it is, some of the information is repeated but not necessarily with identical language, and it is confusing as to whether and when there are substantive differences.
35		Eschelon	In any case, the Product/Process Initiation Process has to be expanded/revised to address Qwest-initiated CRs (including Regulatory and Industry Guideline CRs initiated by Qwest), as well as CLEC-initiated CRs. The word "CLEC" needs to be deleted from the title of the section on page 18, and each step has to be reviewed and revised to state the application to Qwest, as well as CLECs. <u>Time frame for CR submission:</u> What process allows CRs to be submitted less than the agreed upon timeframe for CR presentation at the upcoming CMP meeting? Will the Exception Process accommodate this situation? ACTION ITEM #126

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36		Eschelon	<p><u>Clarification meetings/calls:</u> The documentation should refer to a call or a meeting, rather than a meeting, as it generally is a call/conversation (but could occur during a CMP meeting).</p> <p>Eschelon's understanding is that clarification calls are not to be used for delay, and that the conversations may occur during the CMP meeting. The Master, on p. 13, however provides that "Qwest may not provide a response to a CR until a clarification meeting has been held." This makes it sound as though a separate meeting must always take place. If the CR is clear, no clarification meeting may be needed (at least separate from the CMP meeting). The documentation should state the purpose of the clarification calls. These calls were added to the process to help ensure that the CR is understood, the correct SMEs participate in the discussions, and the answer is responsive to the need. They are not to be used for delay when the issue is clear. (If there are times when no clarification call is needed, this could be stated in the document.)</p> <p>The quoted sentence in the previous paragraph assumes that the CLEC submitted the CR and Qwest needs clarification. The reverse may be true, and the language should be modified to address the opposite situation as well. Clarification needs to be defined (in this section, in the definitions, or both). We have talked about the difference between clarification and problem-solving/response, but that discussion needs to be captured in the documentation. The documentation needs to state that, if the discussion moves beyond clarification to these other stages, other CLECs need to be invited, with adequate notice, etc.</p>
37		Judy Lee, Facilitator	<p>Should the same CMP elements for OSS Interfaces apply to Product/Process? The other ILECs don't think so and they have been doing CMP longer than the Qwest region. Furthermore, neither do representatives at OBF. This is in other ILEC regions, the concept of CLEC Forums, or CLEC User Forum as called in the SBC region, is deployed. Other regions develop notification guidelines to handle process changes that supplement business agreements/contracts on products. At the CLEC forums, there are discussions of the proposed changes to product and process for understanding and for the ILEC to seek input. The Redesign team needs to develop a process that would allow flexibility at the same time complement the agreements between two parties.</p> <p><b>[CLOSED 6/6/02]</b></p>

# CLEC-Qwest CMP Redesign Combined Gap Analysis

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38		Eschelon	<p>The interim processes for systems and product/process are not working to any party's satisfaction. Qwest has indicated a need for more guidance, and CLECs have indicated that Qwest is not interpreting the processes as anticipated.</p> <p>For systems, for example:</p> <p>--Qwest has made system changes (such as those involving rate and profile changes pursuant to a bill "validation" process) without submitting CRs and with inadequate notice as to the nature of the changes to CLECs affected by the changes. It did so, even though Qwest said in its December 4 Status Report, that Qwest would submit CRs, hold clarification calls, and discuss proposed changes at monthly meetings for proposed system changes.<sup>1</sup></p> <p>--Qwest included an entirely new system change (appointment scheduler) in a point release, which is not the purpose of point releases. Even when Qwest moved the change to a full release, Qwest did so without putting the change through prioritization and with insufficient documentation.</p> <p>For product/process, for example:</p> <p>--Qwest withdrew its Qwest-initiated Process CRs (except the one for Additional Testing) during the December Product/Process CMP meeting, even though Qwest said in its October 11, 2001, Status Report that "The parties have also agreed in principle to interim processes for . . . CRs to be submitted by Qwest and CLECs relating to product and process issues" (p. 2 emphasis added).<sup>2</sup></p>

<sup>1</sup> Qwest Dec. 4, 2001 Status Report, p. 4: "The parties have now reached agreement in principle on an OSS interface change request ("CR") initiation process, which provides that Qwest and CLECs both submit CRs to request changes to OSS interfaces. Both Qwest-initiated and CLEC-initiated OSS interface CRs follow the agreed process. The process provides that Qwest will hold a clarification meeting to ensure that the intent of the CR is clear. All OSS interface CRs will be discussed and modified, if necessary, at the monthly CMP meetings."

<sup>2</sup> Since then, Qwest has reversed its position on this issue, despite this documented understanding that Qwest would submit Qwest-initiated CRs for product and process changes. Qwest now relies on a misstatement of the CLEC Position. The CLEC position is that provisions of the interim process that allow certain processes to be *expedited* applied only to regulatory changes (made as a result of the 271 workshops). CLECs were amenable to allowing for such changes to be expedited in the interim, based on the assumption that such changes had already been reviewed in the 271 proceedings. CLECs and Qwest clearly agreed, however, that Qwest would submit CRs for other process changes. If the changes did not stem from the 271 proceedings, the Qwest-initiated CRs would follow



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			<p>--Qwest initiated a CR relating to Additional Testing that provided insufficient information about the proposed change, included an effective date that was too short to allow CLECs to respond and prepare for changes, was inconsistent with CLEC interconnection agreements, and suffered from other problems that are described in the Joint Escalation of Allegiance, Covad and Eschelon of CR#PC100101-5. It appears that Qwest views the Product/Process CMP as a means to "notice and go" with changes (with the CR simply being another form of notice), even when interconnection agreement provisions vary from the changes in the CR. If so, the Product/Process CMP harms rather than helps CLECs because it allows Qwest to unilaterally make changes that it otherwise could not.</p> <p>Also, more flexibility is needed in making needed and timely changes to the interim processes. One of the purposes of using an interim process is to test the process to determine what adjustments may be needed and then to test them.</p> <p>Qwest does not have a clearly defined and documented procedure for identifying when a change is CLEC-affecting for the interim processes.</p> <p>The numerous questions and disputes that have arisen show that the interim processes and documentation need improvement. In terms of time and resources, there is a tension between expending them on an interim process versus a long-term process. But, the issues take time to resolve, and something needs to be in place in the meantime. The current interim processes need improvement, while recognizing that they will not work as well as hopefully the long-term processes</p>

the normal CR course (and not the more streamlined provisions of the interim process applying to regulatory/271 changes). Qwest is now claiming that the distinction for regulatory/271 changes means that Qwest submits no CRs for non-regulatory/271 changes. That is not what Qwest said in its October Status Report, and that is not the case. The CLECs have clearly and repeatedly stated their position at the Re-Design sessions, but Qwest does not incorporate CLEC input on this issue. (t the December Re-Design meeting, Judy Schultz said that she believed the CLECs had made inconsistent statements and that past meeting minutes would reflect that. Eschelon said that the CLEC statements have been consistent and that the meeting minutes, if they reflect a different position, are inaccurate. Given the numerous time commitments, including meetings and projects such as this outside of meetings, Eschelon does not have an opportunity to review the minutes.)

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39		Worldcom	(on which the Core Team will spend more time). CLEC Originated Changes a) Evaluate Interim process to determine if working as expected b) Verify ability to initiate all types of changes [CLOSED 6/6/02: Refer to Master Redlined framework]
40		AT&T	All product and process issues remain to be discussed. [CLOSED 6/14/02]
41		AT&T	We should have a complete review of the CR processes (systems and product/process) going over timelines and deliverables to insure that all parties have the same expectations. A timeline similar to those created for changes to an OSS interface would be helpful.  With OSS, there are timelines for CR implementation that relate to a scheduled release date. We need a discussion of the timeline associated with product/process changes. Should these be sized in a way that relates to the length of time to implement based on training of Qwest personnel and deployment within CLEC organizations? Other considerations? <b>CLOSED 10/09/02</b>
42		Eschelon	CR form: Qwest has improved the CR form. Below are just a few comments on the form. Also, since the CR form changed, the format does not allow the originator to do spelling and grammar checks. If this could be fixed to allow such checks, it would be appreciated.  "WCOM COMMENT: WCOM WOULD LIKE IT NOTED THAT THE CMP REDESIGN TEAM HAS PROPOSED CHANGES TO THE CHANGE REQUEST FORM THAT WOULD CLARIFY THE CHANGE THAT IS BEING REQUESTED AND PROVIDE MORE GUIDANCE FOR QWEST TO ASSESS ABILITY TO SUPPORT AND LEVEL OF EFFORT. WCOM COMMENTS: WE NEED TO HAVE PARITY LANGUAGE FOR CHANGES MADE TO ALL INTERFACES AT THE SAME TIME INSERTED THROUGH OUT THIS DOCUMENT.)" (p. 12 of Master)  Accommodate requests by more than one CLEC/company (joint submission).

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43		AT&T	<p>Examples/Documents: The CR form used to have a place for identifying relevant documentation, adding such a request back in to the form would allow parties to add specific references to relevant documentation (or attach it).</p> <p>Discuss whether the CR form should include a field for the originator to provide an example that justifies the change requested. Also discuss whether to include a field that states the anticipated impact of such a change on the originator?</p> <p>Confidentiality: The current CR form asks "Proprietary Submission for Account Manager Only?" CRs under consideration, however, should be known to others. Or, if not, the circumstances when a CR can be confidential/submitted only to the account manager should be set out in the documentation. If there is a proprietary component (such as end-user customer-specific information in an example), that can be attached in a separate, confidential attachment. Using confidential and non-confidential versions of the CR is another option if the initiator mentions such information in the CR description. The parameters for how this is handled should be outlined in the documentation.</p> <p>Type of CR: The current CR form does not ask for the type of CR (regulatory, etc.). Should this be added to the form?</p> <p>Also, WCOM has a comment in the Master Redline asking to add a reference to the types of CRs in the CR Initiation Process section (see Master, p. 12).</p> <p><b>[CLOSED 6/14/02]</b></p>
44		AT&T	<p>How are Qwest-proposed <i>new</i> products/processes handled, versus changes to existing products/processes? Will Qwest put these through CMP?</p> <p><b>[CLOSED 6/14/02]</b></p>
45		Eschelon	<p>CLEC comments and Qwest responses: should be communicated to CLECs. Create a method to communicate via web site. ACTION ITEM #145</p>
46		AT&T	<p>Does Qwest believe that the process a currently written would permit a CLEC to submit a CR that requests that a new interface be introduced?</p>

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47		Eschelon	<p><b>CLOSED 6/14/02]</b></p> <p><u>Application of CR Process to Qwest:</u> Throughout the CR Initiation sections, the application to Qwest needs to be addressed in the language. (For example, the Master, on p. 13, states what will happen at the clarification meeting. It refers to "Qwest and the originator." What if Qwest is the originator? If Qwest is the originator, do CLECs ask their clarification questions about the CR during CMP meetings? What is the process? For example, Qwest's appointment scheduler CR raised a lot of questions, and the process did not adequately address getting answers promptly. How will this work in the future? The documentation needs to address this more clearly.</p> <p><u>Information Needed in CR:</u> "Add description of information that such CRs should contain (such as citations with page and paragraph number, etc.) Qwest agreed to add language to the CR for regulatory changes to include the effective date and docket number. [AT&amp;T Comment: This will not be enough information. The CR originator should also provide order numbers and dates, page numbers and paragraph numbers supporting the CR. If the language of the order does not directly support the CR, the originator should provide its reasoning as to how the regulatory order mandates such a change. Mandatory dates for implementation required by the regulatory order should also be provided.]" (AT&amp;T 11/23/01 email)</p> <p>Review CR form – does it need revision to request such information and provide space for it? (Does CR form</p> <p><b>ACTION ITEM #212</b></p> <p>Changes to the CR form information (based on errors or new information): "Terri Bahner of AT&amp;T expressed concern about what would happen if a CLEC missed a product or system affected on the CR form. Judy Schultz of Qwest stated that any areas being addressed by the CR request would be identified during the clarification meeting." (AT&amp;T 11/23/01 email – comments on meeting minutes)</p> <p>Document this response/process in Red-Lined Master.</p> <p>Posting of CRs submitted but not accepted by Qwest: Whether/when allowed; Visibility into Qwest decisions (such as scope); process (such as posting CRs on web).</p> <p>New Interfaces &amp; Retirement: "Larry Gindlesberger of Covad Communication mentioned that the CMP redesign team should look at the CR process to ensure it covers how CRs are managed for a</p>
48		Eschelon	
49		Eschelon	
50		Eschelon	
51		Eschelon	

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			<p>New Interface [AT&amp;T Comment: add to the issues/action items log, if not there.]. [AT&amp;T 11/23/01 email]</p> <p>Clarify in the Master Redline that CRs precede changes to an interface, introduction of a new interface (and retirement?), etc. ACTION ITEM #149</p> <p>Retail: Process to ensure that retail changes that are CLEC impacting go through the CMP (see also Scope).</p> <p>Who has responsibility for determining whether or not a change in retail is CLEC impacting and requires notification via the CMP process? ACTION ITEM #104</p> <p>"Initiation" v. Remaining Flow of CR: The CMP documentation needs to more clearly distinguish between the steps necessary to "initiate" a CR and the steps that then follow, after initiation and through closure/denial. (See next section.) Simply separating out the steps and adding more accurate headings to the documentation would be a good start to clarifying the steps involved in processing and implementing a CR. Now, different issues are lumped together under the heading of "initiation" even though they deal with presentation, responses, etc. The documentation does not lead the reader to the desired information and could be much more clear.</p> <p>Once the "statuses" of CRs are finalized, perhaps one section is needed for each status (presented, response, CLEC or Qwest test, etc.). This does not necessarily mean drafting new language, most of it may involve better organizing existing language and then reviewing it to ensure it is accurate/complete. Applicable section could define the status (or, do so in definitions) and state when it applies. For example, for CR initiation, would this be the "Submitted" status?</p> <p>See next section.</p> <p>Pricing Changes: How are proposed pricing changes to be implemented if they are related to CRs, as they can't be implemented directly as part of a CR?</p> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>
52		Eschelon	
53		Eschelon	
54		Covad	

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55		AT&T	Qwest CRs need sufficient detail to enable CLECs to fully understand the change Qwest proposes. This should include marked-up product documents that would be changed if the Qwest CR is implemented. <b>CLOSED 6/14/02]</b>
56		AT&T	There is a difference between the processes in the Master Redline (p. 13 – OSS CR process and p. 19 – CLEC product/process CR process). If one submits a CR 3 weeks ahead of a CMP meeting, Qwest will have a response for the systems CR by 1 week before that meeting (next meeting after CR submission). However, the response on the product/process CR is not until the second meeting after CR submission. <b>CLOSED 07/23/02</b>  Page 19 of the Master Redline (CLEC Product/Process Change Request Initiation Process) states as follows (p. 13 has essentially the same process):  CRs received three (3) weeks prior to the next scheduled CMP meeting will be presented at that CMP Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that CMP meeting as a walk-on item with current status.  Page 51 of the Master Redline (Meetings) states:  CLEC's request for additional agenda items and associated materials should be submitted to Qwest at least five (5) business days by noon (MST) in advance of the meeting.  We should discuss and draft language to deal with CRs that are submitted after the 3 week deadline, but could be presented at the CMP meeting as an agenda item rather than a walk on item. <b>CLOSED 07/23/02</b>
57		Covad	Additional clarification needs to be developed around the timing of steps involved with the entire process, including escalation. ACTION ITEM #118 <b>CLOSED 6/6/02: Refer to Master Redlined framework]</b>



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58		WorldCom	Denied CR 1) Define denial process for Qwest's CRs 2) Criteria for denial of CR needs to be stated (i.e., business rules, costs, policy) <b>[CLOSED 3/7/02: Refer to Master Redlined framework]</b>
59		AT&T	Qwest has the ability to reject/deny CLEC CRs. CLECs do not have the ability to reject/deny Qwest CRs. We need to discuss and find a way to balance the process. As it stands, Qwest CRs go through to completion over CLEC objections, however, CLEC CRs do not go through over Qwest's objection. CLECs have to use the escalation or dispute resolution process either to advance their CRs (when Qwest rejects/denies) or oppose Qwest CRs (when Qwest ignores CLEC objections). Qwest is never put in this position. This applies to product/process and may apply to systems as well (the group should discuss).  The Master Redline has a couple of references to closing a CR (p. 20 - "when CLECs determine that no further action is required for that CR"). AT&T's experience is that Qwest seeks concurrence from the initiator of the CR before closing. It is not clear what triggers the closing of a Qwest CR. We should discuss and address in the Master Redline.
60		Eschelon	<b>[CLOSED 3/7/02: Refer to Master Redlined framework]</b> <u>All types of CRs:</u> Review and revise Red-Lined Master language to ensure that the flow of CRs through conclusion of the process is described as to all types of CRs (not just CLEC-initiated CRs). Other than possibly prioritization of certain regulatory and industry guideline changes associated with mandated deadlines, are there any other differences in the handling and process flow for any type of CR? If so, not clear from current documentation.  <u>Flow:</u> At a CMP meeting, Qwest presented a proposed flow/diagram of a CR through the process, with approximate "status" stages. The CR Initiation subcommittee, in its one call, discussed the diagram, and Qwest was going to revise it for further discussion. Review the revised diagram and consider whether it would be helpful to include in the Master, once the various stages and statuses

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			<p>are agreed upon.</p> <p><u>Similar CRs:</u> If Qwest and a CLEC (or two CLECs) submit substantially the same CR, what is the process for dealing with them?</p> <p>“Qwest initiated its CR after AT&amp;T initiated its similar CR. Qwest held a side call in late August to seek concurrence on its CR and could not speak to the AT&amp;T CR at that time. It appears that Qwest’s CR leap-frogged AT&amp;T’s. Why?” [AT&amp;T 11/13 note]</p> <p>“At the October CMP Product meeting, AT&amp;T’s CR was discussed and was basically turned down. The next day, at the CMP Systems meeting, Qwest presented its CR and there agreed to do what Qwest wanted, but needed to be pressed by CLECs to do what AT&amp;T has sought in the first place.” (AT&amp;T 11/13 note)</p> <p><u>Presentation of the CR:</u> The description of presentation should clarify that clarification may occur at the same time, if there was not opportunity before-hand (and additional clarification may also occur afterward, if necessary). (Pp. 13 &amp; 19 of Master refer to “previously held” clarification, though that isn’t always the case.) Qwest and CLECs will be given an opportunity to comment and ask questions. (not just Qwest, see pp. 13 &amp; 19). The documentation should state when the “presented” status applies/occurs.</p> <p><u>Consensus for solutions:</u> The Master states, on pp. 13 &amp; 19, that “Consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest’s SME to take in responding to the CR if applicable.” Define consensus and the process for this. If there are several participating CLECs and they do not agree, is a vote taken? What if all of the CLECs agree but Qwest does not, is this a denial? Is this part of the presented status, development, or other?</p> <p><u>Responses to CRs:</u> The responses should not be dealt with in the CR “initiation” section. <i>See supra.</i></p>



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			<p>This is another step in the process, and the documentation will be more helpful if the steps are clearly laid out.</p> <p>If there are criteria for formulating the responses, these should be described in the documentation.</p> <p>The Master, pp. 13 &amp; 19, states that the only responses are "accepted" and "denied." Does this cover the universe of responses? Is this consistent with the "statutes"?</p> <p>Need to deal with CLEC responses to Qwest CRs as well as the reverse.</p> <p>"(WCOM COMMENT: AGAIN THE WAY THIS READS, QWEST INITIATED CRS MAY BE DENIED AS WELL. THIS IS APPROPRIATE GIVEN THAT THE CMP REDESIGN TEAM AGREED THAT QWEST AND CLEC ORIGINATED CRS GO THROUGH THE SAME PROCESSES.)" (Master, p. 14)</p> <p>The Master, on p. 14, states that Qwest's response, for systems CRs, will identify the preliminary level of effort. The Master, on p. 19, does not have a comparable section for product/process. Is there some estimate of the size of product/process changes and will this be included in such responses? Also, WCOM comments (Master, p. 14) as to systems: "(WCOM COMMENT: WCOM WOULD LIKE IT NOTED THAT A REQUEST WAS MADE AS TO WHAT IS MEANT BY PRELIMINARY LEVEL OF EFFORT AND IS TO BE DEFINED BY QWEST.)"</p> <p>The Master states, on p. 13, that: "Qwest may not provide responses to these walk-on requests until the next months CMP meeting." Address whether Qwest may provide a written response, to all CLECs, at any time. With respect to problem solving or discussion of the response, shouldn't the documentation indicate that this might occur under certain circumstances, to avoid a long delay, as set out in the attached Eschelon email to Qwest (Jan. 7, 2002)? This is what the subcommittee discussed, and the Core Team should address it and revise the Master as needed.</p>

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			<p>--The Master, on p. 19, states that Qwest may provide a modified response at the next monthly meeting. Such references should be changed to "at or before" (and the word "written" inserted before "response"?).</p> <p>--The Master, p. 51, states that any party may request an additional meeting on 5 days notice. If this is the case, and a CR initiator does not want to wait until the next CMP notice for a response, the initiator may request a meeting in 5 days. Is that how this works?</p> <p><u>Development:</u> Define this stage of the CR process, when this status applies, etc. Is this the best descriptor for this status?</p> <p><u>CLEC or Qwest Test:</u> Define this stage of the CR process, when this status applies, etc. especially as it applies to product/process and is not yet in the Master.</p> <p>The Master, p. 20, appears to limit the test period, at least for CLECs to 60 days. Some of the CLEC test phases to date have taken longer. (A particular issue may be difficult to identify or not arise that often due to billing cycles or other issues.) Is it the intent to limit CLEC and Qwest test to 60 days? Or should it say, unless otherwise agreed upon?</p> <p><u>Implementation:</u> The Master, on p. 20, states that Qwest will deploy the "Qwest recommended" implementation plan. In the preceding sentence, it states that the time frames will be defined in CMP. Is this a consensus process? How are time frames developed, and are similar time frames applied to CLECs and Qwest?</p> <p><u>Closed, denied, deferred:</u> Define these stages of the CR process and when they apply/occur. (e.g., #118)</p> <p>"Schultz explained that a CR is not closed until the CLECs agree to close it at the CMP meeting. [AT&amp;T Comment: the process/timing for closing a CR should be discussed and documented in the Master Redline document.]" (AT&amp;T 11/23/01 email – comments on meeting minutes)</p>

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			<p>--The Master, on p. 20, states that the CR will be closed when CLECs determine that no further action is required. (This is for product/process CRs.) Could insert here "at a monthly CMP meeting." For systems, the Master, on p. 16, states that the CR will be presented for closure at the CMP meeting.</p> <p><u>Overall Review of Statuses:</u> Are there any others (such as after presented but before development)? Are the current descriptors the best ones? Do they convey accurately the status? Document who determines status description and how is this reflected in the CMP documentation.</p> <p><u>Organization:</u> Description of the development cycle for systems is currently lumped under the heading of "CR Initiation." (See Master, pp. 14-15.) A reader looking for this information would not know to look for it in this section. This is another reason why the organization needs to be clear, and the steps outlined in separate sections that are titled in a manner that the information can be located. See above.</p> <p><u>"Rolling" CRs:</u> When a CR is important to one company (CLEC or Qwest) but does not get prioritized or consensus, what are options available to CLEC or Qwest? Does this vary by type of CR?</p> <p>Allegiance has raised this with an example of a CR that it has had open for some time but which has not yet been implemented.</p> <p>Qwest has raised this with respect to PID/PAP CRs.</p> <p>How does the BFR process apply, if at all? Does it apply equally to Qwest and CLECs?</p> <p>Substantive discussions (beyond clarification) and Qwest responses to CRs: See <i>supra</i> (CR Initiation) and Attached 1/07/02 Eschelon email to Qwest.</p>

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			<p>The parties need to develop and document the process flow from initiation through closure for Regulatory and Industry Guideline types of changes for systems and product/process.</p> <p><u>Time Interval:</u> The aggregate time it will take for a system CR to run through the process. [AT&amp;T 11/13/01 email]</p> <p><u>Time Interval:</u> The aggregate time it will take for a product/process CR to run through the process.</p> <p><u>Fair time interval for consideration and implementation of CRs:</u> Ensure that the process is fair so that Qwest-initiated CRs do not routinely take less time to process than CLEC-initiated CRs. [This relates to the issues of whether some agreement/consensus is needed as to Qwest-initiated CRs and whether Qwest may include an effective date in a CR. If Qwest's CRs are basically handled on a notice basis (without requiring CLEC approval), they will routinely be processed in approx. 30 days or less, whereas CLEC-initiated CRs are rarely implemented in that amount of time.]</p>
61		Judy Lee, Facilitator	<p><u>Denial:</u> Criteria for denial of CRs. ACTION ITEM #118</p> <p>The Redline does not specify a finite response time by Qwest regarding acceptance or denial of a change request, although OBF Issue 2233 recommends within 21 calendar days.</p> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>
62	Change Request Initiation- CMP Meeting	Eschelon	<p>Each section needs to be reviewed to determine whether it has aspects of product/process and, if so, how the language should be modified to address those issues. ACTION ITEM #100</p> <p>Are new product offerings brought to CMP as a Change Request? ACTION ITEM #116</p>
63	Change Request Initiation- CMP Meeting	WorldCom	<p>CR presented at CMP Meeting</p> <p>1) Process needed for CRs submitted less than agreed upon timeframe for presentation at meeting. Will Exception Process accommodate this situation?</p> <p>2) Process for Qwest response and incorporation of CLEC comments</p>

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			3) How are Walk-on CRs handled? [CLOSED 6/6/02: Refer to Master Redlined framework] The UR process and how it feeds into the CMP. This should be documented in the Master Redline document]. [AT&T 11/23/01 email]
64	Change Request Initiation-Systems	Eschelon	
65		Eschelon	<p><u>Packaging:</u> “(AT&amp;T Comment) Packaging: Qwest and CLECs will discuss grouping candidates with affinities may be addressed more efficiently if taken together.[AT&amp;T comment: this may not be exactly the right description. We just wanted to add this to this list of steps.]” (Master, p. 15) Has this comment been accepted? If so, develop language. Better definition is needed of “affinities” and when and how this happens and how much information is provided to CLECs to evaluate the “affinities” of some CRs as opposed to others.</p> <p>“(WCOM COMMENT: PLEASE CLARIFY? IT SOUNDS LIKE QWEST CANNOT PACKAGE CRS UNTIL THE BUSINESS AND SYSTEM REQUIREMENTS PHASE IS COMPLETE WHICH IS AFTER PRIORITIZATION HAS TAKEN PLACE... THUS IT IS CONCEIVABLE THAT CRS THAT MAY HAVE BEEN CONSIDERED LOW PRIORITIZE COULD HAVE AFFINITY WITH A HIGH PRIORITY CANDIDATE AND BY ASSOCIATING THE TWO, A HIGHER PRIORITY CANDIDATE MAY NOT MAKE IT TO THE DESIGN PHASE BECAUSE OF THE PROCESS THAT WOULD BE IN PLACE WHICH LOOKS AT PRIORITY ORDER. QUESTION: IS IT POSSIBLE FOR QWEST TO PACKAGE CRS PRIOR TO THE PRIORITIZATION PHASE? IF SO, WE COULD AVOID THE ABOVE POSSIBILITY.)” (Master, pp. 15-16)</p>
66		Eschelon	<u>Visibility to CLECs:</u> The Master, p. 15) describes steps Qwest will take (such as design and code and test) but does not document that the information will be communicated to CLECs (when and how).
67		Eschelon	<u>Release Candidate List:</u> “(WCOM COMMENTS: CHANGE “INITIAL RELEASE CANDIDATE LIST TO “RELEASE CANDIDATE LIST.”) (Master, p. 15.) Comment accepted? If so, change?



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68		Eschelon	Decision on Late Added CRs: The Master, on p. 15, states that actions will be taken "If the CMP body grants the request to consider late added CRs." Is this a vote of CLECs and Qwest? Should the documentation be clearer about how this happens?
69		Eschelon	Decision on not including candidate in planned release: The Master, on p. 16, states what will happen when Qwest determines that it cannot complete a candidate in the planned release. Is this solely a Qwest determination? AT&T Comments change "advise" to "discuss" and suggest that either the candidate will be removed or that the release date will be delayed. If the latter, will this be voted on? Have AT&T's comments been accepted? Need to clarify process.
70		Qwest	Timelines for when all System Interim Processes established by the Redesign Team will be implemented, Document: WorldCom comments to proposed Re-Design format  No timelines currently exist nor has a plan for implementation been released
71		Covad	<b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b> CR Scope: How are decisions around CR scope to be made? A single party cannot block a CR based upon their position that it isn't within the "scope" of CMP.
72		AT&T	What is the process when Qwest believes that a CR is outside the scope of CMP? At a minimum, there should be a requirement that Qwest provide a response that explains why it believes the request is outside the scope and that should be discussed at a CMP meeting. What if CLECs believe a Qwest CR is outside the scope of CMP? We should revisit the scope language in light of the rejection of Eschelon's CR that related to PIDs, but did not actually seek to change any PIDs. <b>CLOSED 07/23/02</b>
73	Interim CMP Processes-Product/Processes	Covad	How are Qwest-initiated Product or Process CRs to be administered? They cannot be handled as RNs, which will be implemented regardless of CLEC input.
74	Change	Qwest	<b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b> Proprietary CRs, Document: COIL, The only discussion of proprietary CRs discussed in the Master

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	Request Initiation- Proprietary		Redline is that CRs may be marked proprietary on the CR form.  How will Qwest display proprietary CRs on the website, in the CR database, in notifications, during CR presentations, for prioritization, etc?  ACTION ITEM #88
75		Judy Lee, Facilitator	<b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b> Develop a process to manage and track proprietary change requests and determine how these CRs will be treated through the CMP; e.g., does a proprietary CR bypass the prioritization process and is treated as an exception; does it bypass the general CMP community review process at the CMP meeting. ACTION ITEM #88
76		Eschelon	<b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b> Proprietary CRs: Define; whether/how/when to use - documented process ACTION ITEM #88 Proprietary CLEC questions and comments - documented process  Confidential and non-confidential versions of CRs: If a CLEC has examples that contain confidential information, for example, the CLEC may provide confidential and non-confidential versions of the CR or the attachments. See above - CR form (The current CR form asks "Proprietary Submission for Account Manager Only?"). Need documented guidelines for when this applies.  The Master, p. 23 & 36, states: "The answers [to questions about the specifications] will be shared with all CLECs, unless the CLECs question(s) are marked proprietary." Can any question be proprietary, even if other CLECs need the answer?
<b>INTRODUCTION OF A NEW OSS INTERFACE</b>			
77		Eschelon	Consensus/prioritization: Should prioritization or consensus/approval apply to introduction of any

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			<p>new interfaces? (#149) If the development of the new interfaces will take away resources from development of other systems work of high priority to CMP participants, should the use of those resources be subject to discussion/prioritization? ACTION ITEM #149</p> <p>For example, Qwest decided to introduce an appointment scheduler. If Qwest has consulted CMP in advance of that decision, and the CMP participants knew that additional development resources were available to work on a project, perhaps the CMP participants would have asked that the resources be used differently.</p> <p>If a CLEC requests a new interface, is the process (and the criteria for deciding whether to approve the request) the same as if Qwest desires one (such as appointment scheduler)?</p>
78		Eschelon	<p>Introduction of a new GUI: "How and When Training will be administered (WCOM COMMENT: WHAT ABOUT IMPLEMENTATION DATE AND INTERFACE OVERVIEW SCHEDULE?)" (Master, p. 26) ACTION ITEM #152</p>
79		AT&T	<p>Master Redline, p. 23 (also p. 36 with change to existing interface), Qwest Response to Comments (Intro of New OSS Interface – App. to App.). This section states that Qwest will respond to all CLEC comments and identify changes made as a result of CLEC comments. However, for the GUI, p. 27 (and also p. 39), the language states that "Qwest will consider CLEC comments and may address them with the release of the Final Notification." Why the difference? We should have the same process.</p>
80	Interface Technical Specifications	Worldcom	<p>Initial Interface Technical Specifications</p> <ol style="list-style-type: none"> <li>1) Need language for Technical Specifications definition ACTION ITEM #141</li> <li>2) CR Process and Tech. Spec. need to be linked in red-lined document ACTION ITEM #141</li> <li>3) Timelines language regarding business days vs. calendar days ACTION ITEM #140</li> <li>4) Language to address holidays in timelines ACTION ITEM #140</li> <li>5) Address if CR is needed for new interface. ACTION ITEM #149</li> </ol> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>



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81	Eschelon		<p>Process Flow: "Mitch Meneses of AT&amp;T stated that CLECs needed to adhere to the timeline for providing comments even if the CLECs are not going to implement at the same time as Qwest. Jeff Thompson of Qwest stated that comments received after the comment cycle could be incorporated if necessary. Mitch Meneses of AT&amp;T asked about adding a placeholder to ensure that the connection is made to between the CR Process and this Process. [AT&amp;T Comment: this should be reflected in the issues/action items log. The point is to insure that we are clear in the Master Redline about what the process flow is from beginning to end. Any process that is preceded by a CR needs to be clear. Any process that is not preceded by a CR needs to be clear.] Meneses also asked if EDI Implementation guidelines are covered under the Change Management Process. Jeff Thompson took this as an action item." [AT&amp;T 11/23/01 email - comments on meeting minutes]</p> <p>--"Draft Interface Technical Specifications [make sure CR process and this process are linked properly in final document]" (Master, p. 33)</p> <p>Clarify language re. 28<sup>th</sup> calendar day: "Draft GUI Release Notice was updated and new language added. "Prior to implementation of a change to an existing interface, Qwest will notify CLECs of the draft release notes and the planned implementation date. Notification will occur at least twenty-eight (28) calendar days prior to implementing the release unless an exception process has been invoked. This notification will include draft user guide information if necessary. CLECs must provide comments/questions on the documentation no later than 25 calendar days prior to implementation. Final notice for the release will be published at least twenty-one (21) calendar days prior to production release date." [AT&amp;T Comment: we discussed that Qwest would provide the notification by the morning of the 28<sup>th</sup> calendar day so that CLECs have that first full day to review. This should be reflected in the language.] [AT&amp;T 11/23/01 email - comments on meeting minutes]</p> <p>Release Notice Dates: "Generally, no less than one hundred (100) calendar days prior to the implementation of the new interface, Qwest will issue the Final Release Requirements to CLECs via web site posting and a CLEC notification. (WCOM COMMENT: WHY IS THE TERM</p>

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			<p><b>"GENERALLY" INSERTED HERE? THERE SHOULD BE SPECIFIED RELEASE NOTICE DATES FOR INTERFACE TECHNICAL SPECIFICATIONS.)" (Master p. 24)</b></p> <p><b>Timing of Comments:</b> When are CLEC comments on draft interface-release notices due? (WCOM comment on p. 39 of Master.) Add to document. Also, insert that Qwest response is due 4 calendar days "after receipt of CLEC comments." (AT&amp;T comment, p. 39 of Master)</p> <p><b>CLEC Comments:</b> The Master, p. 39, states: "CLEC comments to the draft notice may be incorporated into the final notice." Are they ever required to be included? Are their guidelines for inclusion? <b>ACTION ITEM #154</b></p> <p><b>Define "technical specifications" in text or Definitions: AT&amp;T &amp; WCOM comments in Master, p. 35.</b></p>
<b>CHANGE TO EXISTING INTERFACES</b>			
82	Change to an existing OSS Interface	WorldCom	<p>Change to an existing OSS Interface</p> <ol style="list-style-type: none"> <li>1) Rolling 12-month view language needs to be included for all interfaces.</li> <li>2) Language on number of OSS release cycles per year <b>ACTION ITEM #134</b></li> <li>3) How are addenda to release software and documentation handled? <b>ACTION ITEM #217</b></li> <li>4) Address version to existing interfaces (OBF)</li> <li>5) Address distinction between joint testing and availability to test prior to implementation</li> <li>6) Address if process is needed for non-coding changes that may affect CLEC operations/processes <b>ACTION ITEM #137</b></li> <li>7) Address testing capabilities for all Qwest products offered in production.</li> <li>8) App-to-App joint testing- address special procedures for geographical or system differences</li> <li>9) Joint testing- address process if CLEC wants the test environment to support a new product.</li> <li>10) Address language for production support and trouble tickets</li> </ol> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>

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83		Eschelon	Rolling 12-month view: Define. "At the first CMP systems monthly meeting of each quarter, Qwest will also provide a rolling twelve (12) month view of its OSS interface development schedule. (AT&T Comment) <i>(including proposed new releases, new interfaces and, to the extent possible, retirement of existing interfaces).</i> [AT&T Comment: <i>If there is another place where the rolling 12 month view is discussed, we could put this clarifier there, but this is the only place I have seen it so far.</i> ]" (Master, p. 30) The Master, p. 51, states that: "The meeting may also include discussions of Qwest's development view." Is this the place to address this?
84		Judy Lee, Facilitator	The 12-month development view is mentioned in the Redline, however, there needs to be more detail guidelines for the view. For example, when will Qwest share the view with CLECs at the CMP meeting? Will Qwest seek input from CLECs, if so, will comments be taken into consideration? CLOSED 4/4/02 [CLOSED 4/4/02: Refer to Master Redlined framework]
85		AT&T	In the Master Redline (pp. 30, 51, 52), there are references to the 12 month development view. This should be fleshed out more to indicate what is included, what is the process for CLECs to comment on the development plan. What is the process for CLECs to seek additional development items on the plan? Discuss what has been implemented with the 12-month view, if anything. [CLOSED 4/4/02: Refer to Master Redlined framework]
		Eschelon	Billing Interfaces: "(WCOM COMMENT: BECAUSE QWEST DOES NOT SUPPORT VERSIONING FOR EBTA OR BILLING INTERFACES, THE REDESIGN TEAM NEEDS TO MAKE SURE THAT THE RELEASE NOTIFICATIONS FOR THESE INTERFACES ARE PROVIDED TIMELY ENOUGH THAT REQUIREMENTS CAN BE IMPLEMENTED BY CLECS PRIOR TO THE IMPLEMENTATION OF THE NEWEST RELEASE.)" (Master, p. 31)  GUI versions: "(WCOM COMMENT: WOULD IT NOT BE FAIR TO SAY THAT QWEST CANNOT SUPPORT VERSIONS OF ITS IMA GUI INTERFACE BECAUSE IT IS A INTERNET CONNECTION? THUS THERE IS A DIFFERENCE WHEN YOU CONSIDER THE ABILITY TO SUPPORT VERSIONS (EBTA & BILLING) AND THE INABILITY TO SUPPORT VERSIONS. WCOM BELIEVES THIS NEEDS TO BE MADE CLEAR.)" (Master, p. 33)

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86		Eschelon	Relationship to CRs: "Prior to Qwest implementing a change to an existing interface, Qwest will notify CLECs of the draft Technical Specifications. (WCOM COMMENT: LANGUAGE SHOULD BE ADDED THAT INDICATES ANY CLEC AFFECTING CHANGE QWEST WILL HAVE FORMALLY SUBMITTED THROUGH THE CR PROCESS.)" (Master, p. 33)  Define Changes to the OSS interfaces that may not require a CLEC to make coding changes but may affect CLEC process or operations. Non-coding changes may not require a CLEC to make coding changes but may affect CLEC operations or processes. 4/4/02: ACTION ITEM #137 IS CLOSED
87		Eschelon	GUI/EDI: Are GUI and application-to-application interfaces for the same capability made available at the same time?
88		Eschelon	Define Release Production Date in text or Definitions (AT&T Comment in Master, p. 26)  Redlining to show changes: "Tom Dixon of WorldCom asked if a redlined version of technical documentation was provided to CLECs. Jeff Thompson answered that redlining the technical specifications will not be beneficial for the CLEC technical SMEs, therefore, Qwest will only provide a clean version of the technical specifications. [AT&T Comment: Jeff did state that when the Final Notification Letter comes out, Qwest will identify in one of the documents provided what changed from the draft interface technical specifications.]" [AT&T 11/23/01 email - comments on meeting minutes]
89		Judy Lee, Facilitator	Determine if a naming convention for software version control is adequate in the Redline.  Determine if language in Redline is adequate to retire a software version.
90	Major release	Eschelon	[CLOSED 6/6/02: Refer to Master Redlined framework]  Scope/limit on number of major non-IMA OSS releases? Were AT&T's comments on p. 30 of the Master accepted? "Qwest will implement no more than four (4) releases per (AT&T Comment) IMA OSS Interface (AT&T Comment) [and no more than two (2)

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			released for other OSS Interfaces.]”  “(WCOM COMMENT: IF THIS CLAUSE IS REQUIRED FOR IMA RELEASES ONLY, THERE SHOULD BE LANGUAGE TO ADDRESS THE RELEASE CYCLES OF OTHER OSSs INCLUDED IN THIS DOCUMENT.) [AT&T Comment: Qwest was to determine whether it can agree to 2 releases on interfaces other than the IMA.]” (Master, p. 30) Define major release and release  Propose language for maximum number of major releases for OSS interfaces, other than IMA. ACTION ITEM #139
91	Point Release	Eschelon	KPMG Observation 3066: Qwest does not consistently employ the defined Change Management Process (CMP) to exclude CLEC-impacting system changes from point release versions of the Interconnect Mediated Access (IMA) interface.  Define the number of major and point releases that will be made in a calendar year. ACTION ITEM #134  The Master, p. 16, states: “If the candidate is removed from the list, Qwest will also advise the CLECs as to whether or not the candidate could become a candidate for the next point release, with appropriate disclosure as part of the current major release of the OSS interface.” What criteria are used to determine whether it is a candidate for the next point release? Is this solely a Qwest determination? When does this happen?
92	Walk-through	Eschelon	“Menezes asked if oral comments or questions during and after the walkthrough would be addressed in writing. Jeff Thompson of Qwest stated that if the question cannot be answered during the walkthrough, then a written response would be provided. Thompson took an action item to add a definition for Technical Specifications to the Terms section of this document.” [AT&T 11/23/01 email – comments on meeting minutes]



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93	Informal meetings	AT&T	<p>Draft: The Master, p. 23, states: "Qwest will sponsor a walk through, including the appropriate internal subject matter experts (SMEs), beginning one-hundred and ten (110) calendar days prior to implementation (AT&amp;T Comment) and ending one-hundred and six (106) calendar days prior to implementation." Has this AT&amp;T comment been accepted?</p> <p>In Qwest's initial proposal (June 2001) with respect to new and retired interfaces, it states that Qwest will schedule "introductory-informal meetings with co-providers in advance of introducing a new application-to-application interface". It also states that a "similar type of meeting will be held 8 weeks in advance of introducing a new Graphical User Interface (GUI)." The only thing in Master Redline is a statement on p. 21 (Introduction of a New Interface) that "discussions between CLECs and Qwest may be held prior to the announcement of the new interface." AT&amp;T believes that these discussions would be beneficial and should be mandatory, not optional ("may").</p> <p><b>CLOSED 10/09/02</b></p>
<b>NOTIFICATIONS</b>			
94	Notifications	Eschelon	<p>Processes for notification of CLECs and adequacy of process (Issue CM-17): "The current process, however, is still inadequate and needs further revision. The notices remain unclear as to the precise nature of changes and the basis for those changes, and further discussion is needed as to when a notice, as opposed to a CR, is sufficient." (Eschelon Comments/Nov. Status Report.)</p> <p>-The Master document mentions types of Notifications in places, but little is actually said about them, when they apply, and their required content. A section on notifications is needed in the Master. If Qwest plans to use notifications, as opposed to CRs, in any situations (in the long-term, after the interim process), those situations need to be described in the Master.</p>
95		Eschelon	<p>Event Notifications: Need conventions/guidelines for content and timing of event notices. See Eschelon 12/0801 email to Qwest.</p>
96		AT&T	<p>Issue/Action Item 156 deals with clarifying notifications to be used. This should include: (i) what is each type of notification used for, (ii) how is distribution determined for each, (iii) what is the timing for such notification, (iv) what triggers such notification and (v) who (or what group) is the contact within Qwest for such notifications? ACTION ITEM #156 <b>CLOSED 10/09/02</b></p>

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97		Eschelon	<u>Call Center Outages: Review Qwest Center Outage Notification Process-Posted 10-29-01 (Action Item #40)</u>
98		Eschelon	<u>Network Outages: paging process for Network Outages ACTION ITEM #42</u>
99		AT&T	With respect to notifications called for in the CMP, there is usually a set list of items to be included. This list is sometimes qualified with the words "where practicable" (p.21, I.1, Release Announcement). AT&T would like a general provision in a "notifications" section of the Master Redline that states that while the lists of information to be included in notifications may be finite, we would like Qwest to include any other information it believes would be useful to CLECs in fully understanding the notification. [CLOSED 08/01/02]
100		AT&T	Where do RNs (release notifications) fit in the process today? Are they still used? If so, what is the process that precedes distribution of RNs? [CLOSED 10/09/02]
101		AT&T	We continue to receive notices for scheduled system downtime on too short notice (i.e., on 1/10/02 at 5:30 p.m. received notice on DLIS being down 1/12/02 all day). We have discussed in Redesign having Qwest provide these notices further in advance. We would like to receive them at least 5 business days in advance. [CLOSED 6/14/02]
<b>MANAGING THE CHANGE MANAGEMENT PROCESS</b>			
102	Administration	Eschelon	<u>Organization:</u> The administration section is currently in the middle of the document. When finalizing the document, consider whether this should be moved up. 4/3/02: CLOSED
			<u>POC:</u> The Master, pp. 48-49, provides for sharing and posting of CLEC contact information. Qwest contact information, including SMEs when assigned to CRs, needs to be shared, and the Qwest POC information posted. Qwest currently circulates a CMP meeting attendee list internally and to CLECs. That practice should be documented and the list should include CLEC and Qwest contact information. 4/3/02: CLOSED
			Define responsibility for a primary and secondary POC and a CMP Team Representative. ACTION ITEM #107

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103		Covad	<p><u>Frequency of meetings:</u> The Master, p. 51, says that meetings will occur at least once a month. Document a two-day session? 4/3/02: CLOSED</p> <p><u>Distribution Package:</u> Since this language was written, Qwest changed the format of the log, added more detailed status histories, and created the "interactive reports." Should the language on pp. 52 &amp; 55 of the Master be revised to reflect the current practice and the terms used for the documents on the web? 4/3/02: CLOSED</p> <p>The Master, on p. 53, states when Qwest will provide the package but not to whom. Does "electronically" mean email and web posting?</p> <p><b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b></p> <p>What process will be used to make changes to CMP once it has been "re-designed"? By what method does Qwest propose to prove that it has actually implemented changes as it represents it has done/is doing/will do?</p> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>
104	CMP Improvements Implementation	AT&T	<p>There seems to be a gap with respect to implementation of the redesigned CMP. CLECs and Qwest do not have the same understanding of the degree and quality of implementation. There should be an ongoing agenda item that brings back processes that are being implemented from Redesign and evaluates them. We could start with the document entitled "Change Management Process (CMP) Improvements - 11/26/01" that Qwest distributed at one of the Redesign meetings (one column has implementation dates). With joint input, this document could be made more meaningful and reflect a common understanding of where we are in the process.</p> <p><b>[CLOSED UNRESOLVED 6/14/02]</b></p>
105	CMP website	Eschelon	<p><u>Group documents by category</u> - as number of documents increases, difficult to find. With respect to the Re-Design website generally: "When the Re-design web site was new, it was ok to just list all the documents under 'Re-Design Documentation.' Now that the volume has increased, however, it would be nice if these documents were grouped by category and information was up-to-</p>



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			<p>date and easier to find." (12/17/01 Eschelon email to Qwest)</p> <p>Escalation (Process described in Master, p. 76, needs to recognize web script)</p> <p>Documentation of process – should be able to find it under “escalation”</p> <p>Responses and Replies need to be on web, promptly, and should be readable. (The CLEC Reply to the Qwest’s Additional Testing Response shows up with a long header in the document. Is this a glitch?)</p> <p>Web script needs revision to allow more flexibility. Allow for joint escalations. Pull down menus need to give complete options, including “other, please describe.”</p> <p>Need instructions for how another company joins an existing escalation.</p> <p>Add a note/link in the CR status history so that it shows that the issue has been escalated.</p> <p>Archived CRs: Where are they? (e.g., Eschelon CR #5043204: Was this archived/where is it?)</p> <p><b>4/3/02: CLOSED</b></p> <p>CRs (and their status histories) other than those initiated by CLECs (Qwest-initiated, regulatory, and industry CRs) need to be added to the Qwest wholesale CMP website. <b>4/3/02: CLOSED</b></p> <p><b>[CLOSED 4/3/02]</b></p>
106	Roles and Responsibilities	WorldCom	<p>Managing the Change Management Process</p> <ol style="list-style-type: none"> <li>1) Responsibilities/Roles and level of participation for CMP redesign</li> <li>2) Ensure all items addressed are included in minutes and on CRs.</li> <li>3) How will changes to PID/PAP’s after 271 approval be handled?</li> </ol> <p><b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b></p>
107		Qwest	<p>Major Roles and Responsibilities, Document: Co-Provider Industry Change Management Process, No listing of major roles and responsibilities for key participants in current Master Redline.</p>

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			Define role of the CLEC community, Qwest support groups, and CMP Managers? ACTION ITEM #107
108	Roles- Qualified CLECs	AT&T	<b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b> Master Redline, p. 51, states that "Additional meetings may be held at the request of Qwest or any qualified CLEC (as defined in this document)? Do we intend to define "qualified CLEC" in this document? The term is not used anywhere else in the Master Redline. <b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b>
109	Meetings	WorldCom	Meetings 1) How are monthly system outage reports generated and supplied to CLECs? 2) Is CMP website inclusive of all CRs? 3) Archive section for CRs on website states "coming soon" – where were the previously displayed CRs before Qwest switched to the new interactive website. ACTION ITEM #224 <b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b>
110	Emergency and Special Meetings	Qwest	Emergency and Special Meetings, Document: OBF Proposal with Qwest CMP Proposal and CLEC comments- 8-18-01, No process listed for Emergency and Special Meetings  What is the process for Emergency and Special Meetings (i.e. criteria for special and emergency meetings, notification of meetings, location, parameters, etc)  <b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b>
111	Meetings- Minutes	AT&T	Does the provision in the Master Redline, page 54 (Meeting Minutes), mean the Qwest will prepare minutes from the monthly meetings as well as any other meetings held by the CMP group? How about clarification calls? Is there any CMP-related meeting for which minutes would not be taken? We should clarify the language to make clear when minutes will be taken. If there are minutes, are they just posted on the web or are they distributed by e-mail to just the participants/the entire CMP distribution? Does it depend on the meeting? <b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b>

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112	Enforcing CMP	Qwest	<p>Enforcement of CMP, Document: Qwest Draft Recommendation Change Management Process (CMP) for Local Services, Table of Contents (Issue list), No language in the section on Managing the CMP</p> <p>How will the CMP be enforced and what will occur if the CMP is no longer mutually beneficial for CLECs and Qwest?</p> <p><b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b></p> <p>Determine how both parties will enforce the CMP. What happens if one party doesn't follow the CMP? What happens if the CMP doesn't work anymore?</p> <p><b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b></p>
113		Judy Lee, Facilitator	<p>Quick process when things go wrong:</p> <p>Qwest makes an internal change in process that impacts CLECs and the change has not gone through the CR process. We need to discuss a process for addressing these things. There should be a way for a CLEC to identify the problem and get a quick response from Qwest that withdraws the process change and makes it go through the CR process before Qwest can implement. [AT&amp;T email 11/13/01]</p> <p>Code of Conduct – what is the disciplinary action when guidelines – (includes compliance) are not adhered to ACTION ITEM #114</p>
114	CR Process, Escalation Process, or Production Support	Eschelon	<p>Master Redline p. 49 (Managing CMP) refers to a CMP Steering Committee. Is there one? What does it do? Page 50 (Managing CMP) refers to a standing agenda item on the effectiveness of CMP. Does this happen?</p> <p><b>[CLOSED 4/3/02: Refer to Master Redlined framework]</b></p>
115		AT&T	<p>The Scope section of the Master Redline should state clearly that the CMP process is used to change CMP itself. In addition, discussion about that process is needed. Is it done with a CR submission? Is it treated as a systems or product/process CR (assuming those processes are different)? Does the entire CMP negotiate changes or would a committee be appointed to negotiate and draft changes?</p>
116		AT&T	

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			How are changes approved? Need an understanding of how the process for changes to CMP will work. [CONCEPT CLOSED 4/3/02]
<b>PRIORITIZATION</b>			
117	Prioritization	Eschelon	<p>See CR Initiation and Types of Changes (above) re. Regulatory CRs.</p> <p>See Systems Development Cycle - Packaging (above).</p> <p>See Introduction of New Interfaces (above).</p> <p>Need to review all of the language in the Master regarding prioritization and the proposed prioritization form. (Closed 2/5/02)</p> <p>KPMG Observation 3111: Qwest Systems Change Management Process (CMP) lacks guidelines for prioritizing and implementing CLEC-initiated systems Change Requests (CRs). (2/5/02 Closed -- TI's will be handled separately under 3<sup>rd</sup> Party Testing)</p> <p>When prioritization applies; whether prioritization is on a per-OSS basis. (Closed 2/5/02)</p> <p>The Master, on p. 14, states: "Qwest or CLEC originated CRs for changes to an existing OSS interface will then be prioritized by the CLECs and Qwest resulting in the initial release candidate list." (Refer to broad definition of OSS Interface.) Is this always true, for all systems/interfaces/types of CRs? (Closed 3/6/02)</p> <p>Similarly, the Master, on p. 15, states "new CRs will be prioritized." This statement is in the Systems CR Initiation Section, which applies to any systems change (not simply GUI and EDI). Will all such CRs be prioritized? If not, description of process needs to be changed. (Closed 3/6/02)</p>

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			<p>The Master, on p. 15, states: "If the requirements work effort, for the late added CRs, cannot be completed by the end of system requirements, the CR will not be eligible for the release and will be returned to the pool of CRs that are available for prioritization in the next OSS interface release." Will the CR always be returned, or does it depend on the priority of the CR? (3/6/02: Yes, it will always be returned and does not depend on priority.) Is there a decision/vote on returning the CR to the pool? (3/6/02: No—closed )</p> <p>Complete review of handling of regulatory and industry guideline CRs in prioritization. Qwest and CLECs have disagreed to date. (3/6/02: Closed) ACTION ITEM #181</p> <p>Action Item #142 states that "Qwest stated that Industry Guideline and Regulatory changes will not be prioritized, but a CR will be shared with CLECs at the Systems CMP Meeting" but fails to state the CLEC proposal. (3/6/02: Closed)</p> <p>Menezes stated that the CLECs would understand if there were a week difference in functionality availability between EDI and GUI, but that any greater amount of time would represent benefits to one interface user over another. Terry Wicks-Allegiance agreed with Menezes. The team determined to let this issue (EDI – GUI simultaneous functionality implementation) be addressed within the CMP process during prioritization discussion. [AT&amp;T Comment: It appears that this issue was captured as no. 157 on the issues/action items log. This item was closed as being resolved in the changes to Existing OSS Interfaces language. It may still be discussed in prioritization, if appropriate.] [AT&amp;T 11/23/01 email] (3/6/02: Closed) ACTION ITEM #157</p> <p>"Wcom not allowed to vote on EDI CRs (Issue CM-12). This issue has not yet been addressed in the redesign meetings." Status Report.(2/5/02: Closed)</p> <p>During one of the last votes, Eschelon used three votes for its priority CRs but later found out that the CRs were collapsed into one change. Need a documented process to identify this earlier, when possible, so that a carrier may use votes wisely. (3/6/02: Combined with Action #253)</p>

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118		Judy Lee, Facilitator	<p><u>Voting by Qwest:</u> Before Qwest-initiated CRs were included in prioritization, Qwest did not vote. Document that Qwest gets a vote if all CRs are included in prioritization. (3/6/02: Closed)</p> <p><u>Voter:</u> The Master, p. 48, provides that the primary POC or the alternate may vote. May companies also designate someone to vote (as by proxy)? <b>CLOSED 3/6/02: Combined with Action Item #107)</b></p> <p><u>Voting Process:</u> There was discussion at a CMP meeting about the manner in which to vote (what numbers to assign, etc., and whether by email, etc.). (For example, on a scale of 1 to 10, 10 would be a higher priority.) Need to capture process in Master. (3/6/02: Closed—action item created)</p> <p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b>            OBF Issue 2233 recommends a provider to establish and communicate a development schedule that includes a CR deadline and first and second round prioritization meeting dates.  <b>[CLOSED 2/5/02: Refer to Master Redlined framework]</b></p>
119		WorldCom	<p>Prioritization (3/6/02: Closed)</p> <ol style="list-style-type: none"> <li>1) Need end-to-end development life cycle.</li> <li>2) Language for mandatory/industry dates, allow for exception, escalation and dispute resolution procedures</li> <li>3) Prioritize all CRS (regulatory) ACTION ITEM #181</li> <li>4) Criteria how to rank CRs.</li> </ol> <p>CLEC's ability to prioritize and vote per OSS.Prioritization of Existing OSS CRs</p> <ol style="list-style-type: none"> <li>1) Industry Guideline CRs be prioritized?</li> <li>2) Performance measure obligations prioritized?</li> <li>3) Voting process needs to be developed.</li> <li>4) Need language if dispute/escalation process can be invoked in prioritization process?</li> <li>5) CLECS want grouping (pkg) of candidates before prioritizing.</li> </ol>

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120		AT&T	<p>6) Is prioritization on a per OSS basis?  7) Need language to address requests for re-prioritization (re-rating) as the OBF language.  Need language to address any ties in voting that result in CR making release or not.  <b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p> <p>What happens to a CR that is introduced by a CLEC, does not gain support from other CLECs, but is nonetheless needed by the requesting CLEC? The way the process is drafted, the CR will never get implemented. What are CLECs to do to get the requirement addressed? (3/6/02: SCRP – Future agenda item.)</p> <p>CLECs contend that if a product were technically feasible within Qwest's network, a technically feasible type of interconnection has been created and should be made available to all CLECs on a standardized basis, and to do so, Qwest should create a product and provide product-like cost support. Qwest agrees that there are times when a BFR should be productized, but disagrees with the notion of an arbitrary or predetermined number of BFRs, preferring to rely on judgment based on experience. Staff suggests that Qwest, with CLEC input, develop a series of criteria that would accelerate the productization of BFRs and that this process should be incorporated within the CICMP and subsequently by provisions within the SGAT. Staff, therefore, concludes that this issue should be resolved in favor of the CLECs. (3/6/02: Combined with Action item #116)</p> <p>In prioritization, the ranking is done 1 through N, where N is the number of CRs/changes under consideration. Discuss whether, as part of ranking, the parties can also designate "No" for a particular CR/change where parties actually oppose implementation of a certain change.</p> <p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p>
121	Sizing/Level	Eschelon	<p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p> <p>Sizing needs clarification/language. Need to define/quantify level of effort. (#146)</p>



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	of Effort		<p>“Although the draft language refers to sizes of effort (small through extra large), no criteria are given for how these determinations are made.” (Eschelon Comments/Nov. Status Report.)—3/6/02: Closed</p> <p>--See Master, p. 14: Do these definitions of small through extra large apply, and are they the only definitions? If the definitions are expanded or changed, do so on p. 14 as well as in level of effort section. (3/6/02: Closed)</p> <p>--Qwest had agreed that perhaps level of effort can be quantified in terms of hours (such as development hours), perhaps using ranges. Need to quantify and document. (3/6/02: Closed)</p> <p>Level of effort for product/process: Is there an equivalent concept of level of effort for product/process? What factors does Qwest consider (hours, expense, etc.?) and how and when are these conveyed to CLECs? (3/6/02: Closed—Karen to add another gap on Prod/Process)</p> <p>Define “preliminary” v. non-preliminary level of effort (see Master, p. 14) and when these occur. (See also CR After Initiation, above.) (3/6/02: Closed)</p> <p>“(WCOM COMMENT: WCOM WOULD LIKE IT NOTED THAT A REQUEST WAS MADE AS TO WHAT IS MEANT BY PRELIMINARY LEVEL OF EFFORT AND IS TO BE DEFINED BY QWEST.)” Master p. 14. (3/6/02: Closed)</p> <p>Need visibility into Qwest decisions and criteria used. 3/6/02: Combined with Action Item #196)</p> <p>What make a level of effort “preliminary”? This appears to all be within Qwest’s discretion. How accurate can Qwest be at this point? Shouldn’t there be a readout on level of effort (in writing or at CMP meeting) to describe Qwest’s analysis on level of effort? [AT&amp;T 11/13/01 email] (3/6/02: Closed)</p>



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122		Covad	<p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p> <p>The "shirt sizing" relative to OSS CRs is still unclear. Not only is there a need to quantify the sizes, but also it is necessary to know the output capacity of the shirt factory. (3/6/02: Closed—combined with Action #256 above-the-line CR)</p> <p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p>
123		WorldCom	<p>Preliminary Level of Effort</p> <ol style="list-style-type: none"> <li>1) How is preliminary level of effort defined? More definition is needed. (3/6/02: Closed) ACTION ITEM #146</li> <li>2) Criteria for LOE(3/6/02: Closed) ACTION ITEM #146</li> <li>3) Process to handle LOE that straddles more than one release(3/6/02: Closed)</li> <li>4) Qwest agreed to provide preliminary LOE before prioritization. Need language. (3/6/02: Closed)</li> </ol> <p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p>
124	Ranking/Packaging	WorldCom	<p>Development Cycle</p> <ol style="list-style-type: none"> <li>1) Package – need to address process if re-ranking is needed after package discussion. (3/6/02: Closed)</li> <li>2) Package – need to address that Qwest needs to address the different options for packaging and let CLECs have an input as to which option they desire – maybe re-ranking is needed. (3/6/02: Closed)</li> </ol> <p><b>[CLOSED 3/6/02: Refer to Master Redlined framework]</b></p>
<b>INTERFACE TESTING</b>			
125	Testing	Eschelon	<p>Test bed/more than one IP for testing purposes (2/5/02: Closed)</p> <p>Has this issue been addressed:</p> <p>CR# 4868276 on ATT. D of the 8/16 CICMP Distribution Package (enhance testing environment by allowing for more than one IP for testing purposes and moving away from scheduling testing time periods for pre-ordering) is the CR that Qwest asked to cancel at the last CICMP</p>

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			<p>meeting. (The Distribution Package is available on the web at <a href="http://www.uswest.com/wholesale/cicomp/teammeetings.html">http://www.uswest.com/wholesale/cicomp/teammeetings.html</a>). We asked that this CR not be cancelled, and we continue to want the items requested. The CR will be discussed further at the next CICOMP meeting.</p> <p>We have asked for a test bed of accounts, but it wasn't clear at the last meeting whether the request for a test bed of accounts remains part of this CR. We continue to desire a test bed of accounts. (9/11/00 Eschelon email) (2/5/02: Closed)</p> <p><u>Failures in production versions of OSS Interfaces (2/5/02: Closed—3<sup>rd</sup> Party Testing)</u></p> <p><u>KPMG Observation 3052: Qwest's Change Management Process (CMP) does not have documented contingency plans and/or processes to correct failures in the production version(s) of OSS interfaces.</u></p> <p><u>Testing in development cycle description:</u> The Master, p. 16, states: "When Qwest has completed development of the OSS interface change, Qwest will release the OSS interface functionality into production for use by the CLECs." The only reference to testing in the preceding description of the development cycle is "code and test" work by Qwest. Is a reference to the testing environment (or cross-reference to the testing section) needed here for clarity? (2/5/02: Closed)</p> <p><u>Joint Testing Period:</u> "Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date. (WCOM COMMENT: WHEN SATE IS EMPLOYED BY A CLEC, JOINT TESTING IS NOT REQUIRED, THUS PLEASE ADD CLARIFYING LANGUAGE TO DISTINGUISH BETWEEN JOINT TESTING AND AVAILABILITY TO TEST PRIOR TO IMPLEMENTATION. WE NEED TO ALSO BE CONSISTENT WITH THE USE OF CLEC COMMENTS / CONCERNS.)" (Master, p. 38) (2/5/02: Closed—included in CR process)</p> <p><b>[CLOSED 2/5/02: Refer to Master Redlined framework]</b></p>

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126	Test environment	Eschelon	<p>See Issues Raised by AT&amp;T in 12/3/01 email to Qwest (see attached).</p> <p>(2/5/02: Closed—3<sup>rd</sup> party testing)</p> <p><u>KPMG Observation 3068:</u> Qwest's Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) Stand Alone Test Environment (SATE) does not offer CLECs sufficient troubleshooting capabilities.</p> <p><u>KPMG Observation 3069:</u> Qwest's Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) Stand Alone Test Environment (SATE) data request process does not provide specific, documented approval timelines.</p> <p><u>KPMG Exception 3095:</u> Qwest's Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) Stand Alone Test Environment (SATE) does not offer CLECs testing capabilities for all Qwest products offered in production.</p> <p><u>KPMG Exception 3029:</u> Qwest's Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) Interoperability Testing Environment does not offer Co-Providers with sufficient testing capabilities.</p> <p>[CLOSED 2/5/02: Refer to Master Redlined framework]</p>
<b>PRODUCTION SUPPORT</b>			
127	Production Support	Eschelon	<p>See Types of Changes and CR Initiation above.</p> <p>Determine and document how to notify the CLECs that a trouble ticket has been escalated. (2/5/02: closed) ACTION ITEM #189</p> <p>[CLOSED 2/5/02: Refer to Master Redlined framework]</p>

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128		WorldCom	Production Support (2/5/02: closed) ACTION ITEM #189 1) Need escalation process for tech. Production problems 2) Process for escalation of IT Trouble Ticket?
129		AT&T	<b>[CLOSED 2/5/02: Refer to Master Redlined framework]</b> Master Redline, Production Support Language, page 72. Severity 3 notification interval for no change in status is 48 hours. AT&T would like to discuss bringing this down to 24 hours. (2/5/02: closed)  Master Redline, page. 70, Severity 3. The example states "Equipment taking hard errors, no impact yet." AT&T would like a clarification on what a "hard error" is. (2/5/02: closed)  <b>[CLOSED 2/5/02: Refer to Master Redlined framework]</b>
<b>TRAINING</b>			
130	Training	Eschelon	Review all proposed language for training. Identify when training will be posted on the web and where. Is training required in some circumstances? If so, document when.
131		WorldCom	Will CLEC Forums be addressed here? Training 1) Incorporation to CMP 2) Document formal process (i.e. how can CLECs request specific training?) <b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b>
<b>ESCALATION AND DISPUTE RESOLUTION</b>			
132	Escalation	Eschelon	Document ability to escalate Qwest decision not to accept a CR, if such decision is allowed (e.g., Qwest's determination that CR not within Scope of CMP).  --Master, p. 75, states that escalations may relate to the CMP itself; this includes scope, correct?

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			<p>Develop an escalation process for technical issues addressed by Qwest's IT wholesale systems help desk.</p> <p>Ensure Escalation and Dispute Resolution Processes are drafted for Qwest's use as well as CLEC use:</p> <p>"Interim Escalation and dispute resolution processes for the CMP: Questions have arisen as to when and how the escalation and dispute resolution processes for the CMP apply to Qwest. For example, Qwest submitted a CR in which Qwest stated an effective date for the change "request" in the CR. Although CLECs have objected to the requested change and its effective date, Qwest is nonetheless implementing the CR (including application of rates)." (Escelon Comments/Nov. Status Report.)</p> <p>E.g.: Section IV of the Master Red Line states that the decision to escalate is "left to the discretion of the CLEC," but Qwest may need to escalate in a situation in which CLECs do not agree to or accept a Qwest-initiated CR.</p> <p>Also, on pp. 14 &amp; 20 of the Master, it states that CLEC's may escalate if they do not accept Qwest's response. It needs to state that Qwest may escalate if Qwest does not accept CLECs' response. (On these pages, add a cross reference to the Escalation section of the document.)</p> <p>Email/web script: The written process for escalation (Master, p. 75) anticipates an email, and the described information is inconsistent with the web script. Particularly unless and until the web script is more user friendly and flexible, CLECs need to be able to use email. The process for other CLECs to join (or assume responsibility) for an escalation also needs to be clarified (and the process described in the notices needs to be consistent with what is said in the Master).</p> <p>Formal complaint process: "We received the attached Mailout concerning the updated process for initiating formal complaints. When I look at the web page for the Process for Initiating Formal</p>

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133		AT&T	<p>Complaints it sends me to Expedites and Escalations. Nowhere on that page does it address Formal Complaints. Is there a formal complaint process? Where is it documented?" (1/4/02 Eschelon email to Qwest)</p> <p><u>Time frame for mail out notification of escalation:</u> "in a time frame to be determined - Jarby" (Master, p. 76)</p> <p>With the recent escalations, there was confusion about how other CLECs joined the escalation. Some indications were to contact the CMP Manager and others to go to a web site that may not have then been clear. The Master, p. 76, refers to an email process. If that is the process, the notice should say so. Need to clarify.</p> <p><u>Next steps/implementation:</u> The document states that Qwest will respond and CLEC will reply. (This could be the reverse with CLEC responding and Qwest replying, if Qwest initiates the escalation, as should be provided for in the documentation.) After the reply, what is the next step? Is it discussed on a call, at the next monthly CMP meeting, etc.?</p> <p>Can a CR be implemented if the escalation does not end in mutually agreeable resolution? For example, if CLECs reply that they do not accept a Qwest response, does Qwest have to go to the applicable regulatory body (ies) before implementing? (See also relationship to interconnection agreement.)</p> <p><u>Resolution:</u> The Master, p. 77, states: "When the escalation is closed, the resolution will be subject to the CMP." What does this mean? For example, if one CLEC and Qwest agree to resolve an escalation, do the other CLECs then need to address the resolution at the CMP? If CLECs do not agree with a Qwest position in an escalation, does Qwest then bring the non-resolution back to CMP for further action? Does "subject to the CMP" relate to the statuses?</p> <p>Master Redline, Escalation Process, p. 77. AT&amp;T seeks clarification. When an escalation occurs through this process, is it taken to the highest level within Qwest before Qwest provides a "binding</p>

**CLEC-Qwest CMP Redesign  
Combined Gap Analysis**

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134		Covad	<p>position" rejecting the CLEC request, or, is the binding position response from the first level of escalation? Depending on the discussion, we may need clarification in the Master Redline.</p> <p>Master Redline, p. 76 (Escalation Process), states:</p> <p>"Any other CLEC wishing to participate in the escalation must submit an e-mail notification to the escalation URL within one (1) business day of the mail out. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION""</p> <p>With a recent escalation, a Qwest mailout pointed CLECs wishing to join an escalation to a website (not a URL for e-mail). When AT&amp;T attempted to use the website, we had problems. It was not clear from the available prompts how to join the escalation. It was not clear after taking action whether the attempt was successful. Is confirmation supposed to be generated by the website or is confirmation supposed to come by e-mail from someone at Qwest? If so, who (what function)?</p> <p>While we were directed to a website to join the escalation, this does not appear to be the process written into the Master Redline. This appears to be an implementation issue. If the website works and joining in this manner is effective, that may be an ok thing, but the Master Redline needs to reflect the process and we all need to come to agreement on what the process should be and it should be implemented as agreed upon.</p> <p><b>[CLOSED 6/14/02]</b></p> <p>Additional clarification needs to be developed around the timing of steps involved with the entire process, including escalation.</p> <p>More clarification is needed around "joint escalations."</p> <p><b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b></p>



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135		Judy Lee, Facilitator	OBF Issue 2233, dated Dec 28, 2001, proposes "The Provider's established trouble reporting and trouble reporting escalation processes should be followed for production support problems." [CLOSED 6/6/02: Refer to Master Redlined framework]
136	Dispute Resolution	WorldCom	Dispute Resolution Process 1) Need CMP Dispute Resolution e-mail address. [CLOSED 6/6/02: Refer to Master Redlined framework]
<b>EXCEPTION</b>			
137	Exception Process	Eschelon	Exceptions: "We need a fuller discussion and documentation of this process. What makes an item qualify as an exception? Should an exception first need to be "accepted" as an exception from the CMP group? If so, by what process?" (AT&T 11/13/01 email) ACTION ITEM #215 4/3/02: CLOSED Invoke/process: Master, p. 34 (& p. 37), states: "Qwest will provide draft technical specifications at least seventy-three (73) calendar days prior to implementing the release unless the exception process (see Section xx) has been invoked." Does "invoke" mean the CMP Participants have agreed to an exception? What is the process for "invoking" an exception? 4/3/02: CLOSED Prioritization: What is the process for an Exception item during prioritization? ACTION ITEM #93
138		WorldCom	[CLOSED 4/3/02: Refer to Master Redlined framework] Define [CLOSED 4/3/02: Refer to Master Redlined framework]
<b>DEFINITION/GLOSSARY OF TERMS</b>			
139	Definition of Terms	Eschelon	Controlled Production Testing  Good faith  Release Production Date



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			<p>Statuses (e.g., Submitted, presented, development, test, closed, denied, denied/deferred, escalated, etc.)</p> <p>Timelines: evaluate if the timelines should be in business days or calendar days ACTION ITEM #140</p> <p>Define in the Master Redline what it means to "walk an item on" at a CMP meeting. "Does this replace clarification? Are there criteria for a walk-on (any kind of advance notice needed? Any demonstrated urgency required? does it in effect create an exception for the CR that is walked on?)? How is the timeline different for a walked-on item versus those submitted 3 weeks ahead of the meeting? Should this simply be treated as an exception?" (AT&amp;T 11/13/01 email)</p> <p>See also, Master, p. 51: It says that attendees should bring material relating to the walk on to the meeting. If the issue is known to the attendee in advance, should the attendee be required to provide the materials earlier? For example, Qwest introduced proposed changes to LNP only cutover intervals as a walk on at the end of the day in a CMP meeting and wanted a decision from CLECs on the issue. The agenda did not notify CLECs of the issue so they could have appropriate people in attendance. (Ultimately, a separate call had to be scheduled to discuss.) If Qwest has such a request, it should be properly noticed and materials included in the package.</p> <p>Define terms used in Paragraph 2 in the body of the document (scope and introduction) and in the glossary of terms table on page 41 of the Master Red lined document. What is OBF's definition? ACTION ITEM #106</p> <p>Whether "CLEC operating procedures" is defined under Terms table in master redline document (#110) depends on whether this standard is used for the long-term process. That has not yet been</p>

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#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
140		WorldCom	<p>addressed.</p> <p>Review key terms used to ensure each is defined; review all language in "Definition of Terms" section.</p> <p>Terms to be included:  Release Production Date  Migration Testing  New Release Testing  Regression Testing  Controlled Production Testing  Interoperability Testing  Sate ACTION ITEM #182  <b>[CLOSED 10/09/02]</b></p>
141		AT&T	<p>Terms/definitions. CLECs and Qwest have not finished going through the terms drafted by Qwest.</p> <p>The Master Redline makes reference to a CR "status" in several places ("status is deferred", p. 14; "refer to status of existing changes", p.64; "walk-on with current status", p. 13). In addition the CR Form, item 21, refers to status. However, nowhere in the Master Redline are the various status types identified and described (e.g., presented, clarification, deferred, submitted, CLEC Test, development, etc.). This needs to be done.</p> <p><b>[CLOSED 6/14/02]</b></p>
<b>MISCELLANEOUS</b>			
142	Documentation	Eschelon	<p>For Re-Design, it would be helpful if the action items in the log were grouped by subject matter (such as the headings in the Table of Contents), so that it would show outstanding issues by subject. This would be useful for comparing the log to the various gap analyses and determining which issues are not yet captured in the log.</p>

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#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
			<p>KPMG Exception 3093: Qwest lacks uniform standards and processes for document management. Qwest has provided, to CLECs, documents in which one or more fundamental items of reference, such as the author, business unit, release date, page numbers, version control, assumptions, and change logs, is absent.</p> <p>Develop and Document Versioning and Develop Version Change History Log ACTION ITEM #199</p> <p>KPMG Exception 3102 (moved from Observation 3044): Qwest's internal OSS interface change management documentation is inconsistent and unclear.</p> <p>Changes to technical publications &amp; product catalog – need long-term process in Master</p> <p>Redlining of changes noted in notices. (This may be different from the versioning issue.) The business need is to ensure that CLECs can identify the changes, at the time of the announcement, so that they can determine how the changes may affect them. The content of notices, and the requirement to redline changes, need to be documented.</p> <p>In the interim, some changes have been communicated through notices, instead of CRs, because for example the changes were already reviewed in 271 proceedings. In the long-term, are there any changes for which CRs are not needed (such as typos) and how are those defined and handled?</p> <p>Is the EDI Implementation Guideline under the scope of CMP? ACTION ITEM #143</p> <p>Addenda to release software and documentation</p> <p>“[AT&amp;T Comment: We discussed that after the final specifications, there may be other changes made to documentation or the coding that is documented in the form of addenda. Is there another place in the Master redline where this will be addressed since it probably relates to new releases as well as new interfaces?]" (Master, p. 37)</p>

## CLEC-Qwest CMP Redesign

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143	Finalization of CMP Processes and Documentation	Eschelon	<p><u>Interim to final:</u> Current language and implemented processes are interim. After all components are developed, need to review for consistency, gaps, etc.</p> <p><u>"Section X" references:</u> At the end, need to insert references to the correct sections for these cross-references. If the "Section X" does not actually address the issue as anticipated, need to either revisit that Section or the one that referred to it.</p> <p><u>"URL to be established":</u> Either insert URL or, if the URL is likely to change, handle in a manner that does not require the document to change every time. (For example, "a URL identified on the CMP website under category X"?)</p> <p><u>Global terms:</u> Once terms are agreed upon, need to ensure consistency in documents (such as CLEC and not Co-Provider, etc.). For example, p. 50 of Master uses "provider" for Qwest still. Is this correct?</p> <p><u>Inserted comments:</u> find all inserted/bracket comments (such as by AT&amp;T and WCOM) in Master; ensure addressed and then delete reference to comment for final version.</p> <p><u>Full CMP review:</u> The Core Team has agreed that it needs to develop a process for bringing the results of the Core Team redesign effort to the full CMP and allowing other CLECs to have input at that point.</p>
144		AT&T	<p>We need to address all comments in the body of the Master Redline. It would help going forward to date comments that are inserted in the Master Redline document. That would at least give a reference to the meeting where the topic was discussed.</p> <p><b>[CLOSED 6/14/02]</b></p>
145	Master Redline Structure	AT&T	<p>In terms of structuring the Master Redline document, AT&amp;T would like to see one section on process relating to systems, a separate section on the process relating to product/process and a third section to address those changes that affect both systems and product/process.</p>

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#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
146	Versioning/ Change History for CMP documents	AT&T	Versioning (with dates) and version change history for the CMP document. Once Redesign is completed, it would be useful to date and assign version numbers to the document and maintain an historical log of changes going forward. <b>ACTION ITEM #199 CLOSED 10/09/02</b>
147	SGAT	AT&T	<p>Related to number 15 (see below) is language currently included in the Qwest Colorado SGAT. Section 2.3.1 reads as follows:</p> <p>If either Party believes, in good faith, that a change in Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this abridges or expands its rights or obligations under this Agreement and that change has not gone through CMP, the Parties will resolve the matter under the Dispute Resolution process. Any amendment to this Agreement that may result from such Dispute Resolution process shall be deemed effective on the Effective Date of the change for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered.</p> <p>The highlighted language above implies that there is no right of recourse for a change that does go through CMP and the result is in a conflict with the agreement. That would not be appropriate. Everything we have heard from Qwest in the redesign is that if a change comes through CMP and is in conflict with a CLEC's interconnection agreement, the interconnection agreement is controlling. This kind of language in the SGAT guts the contract, particularly when CMP essentially allows Qwest to run through any change it wants to.</p> <p>Reference to #15: Qwest has the ability to reject/deny CLEC CRs. CLECs do not have the ability to reject/deny Qwest CRs. We need to discuss and find a way to balance the process. As it stands, Qwest CRs go through to completion over CLEC objections, however, CLEC CRs do not go through over Qwest's objection. CLECs have to use the escalation or dispute resolution process either to advance their CRs (when Qwest rejects/denies) or oppose Qwest CRs (when Qwest ignores CLEC</p>

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#	Element/ Topic	Submitter(s)	Gap/Issues/Comments
148			objections). Qwest is never put in this position. This applies to product/process and may apply to systems as well (the group should discuss). <b>CLOSED 10/09/02</b>
149		AT&T	SGAT Section 12.2.6 remains open. <b>[CLOSED 4/4/02: Refer to Master Redlined framework]</b>
150	Interconnection Agreements	Eschelon Closed 4/4/02	How CMP is addressed in SGAT. Qwest has made some changes to Section 12.2.6 at the request of CLECs, but the parties have not agreed upon the language in the entire paragraph. ACTION ITEM #115 <b>[CLOSED 4/4/02: Refer to Master Redlined framework]</b> Qwest needs to establish and document a process to account for individual interconnection agreements ("ICAs") when implementing changes and using the Change Management Process ("CMP"). Qwest needs to ensure that ICAs are not unilaterally modified. In Colorado, Qwest said: First of all, it has been addressed in these workshops by inserting language into the SGAT that indicated that the contract language controls over anything that could come out of the Change Management Process -- a contract is a contract, and I believe that's the same for any other ICA, as well. <sup>3</sup> Qwest needs documented processes and checks and balances in place to ensure that Qwest can implement this concept and account for differences in ICAs (including ICAs not based on SGATs). The experience to date shows that Qwest's structure anticipates making global changes and steps need to be developed to account for individual differences before implementation.
151		Covad	<b>[CLOSED 4/4/02: Refer to Master Redlined framework]</b> If a Qwest initiated CR adds or alters terms and conditions to an existing IA, how will implementation be delayed pending resolution. What dispute resolution process controls?

<sup>3</sup> Transcript of CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), p. 292, lines 8-13 (Andrew Crain of Qwest).

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152	Review of CICMP Documentatio n listed	AT&T	Qwest's Original proposal (June 2001) states "ongoing review of the CICMP occur at each CICMP meeting to enable co-providers the opportunity to express concerns or suggest changes." Other than the references above, this does not appear to be addressed in the Master Redline. [CLOSED 08/01/02]
153	Issue/Action Log	AT&T	All of the items on the existing Issues/Action Items Log and the Running Log. <b>CLOSED 10/09/02</b>
154	Table of Contents- Numbering	AT&T	The table of contents for the Master Redline should be updated to reflect all of the provisions contained in the Master Redline (for example, numbering in the table of contents does not match numbering in the Master Redline, headings in the table of contents don't always track with sequence or title of headings in the Master Redline, separate references in the table of contents to timelines contained in the redline would be useful). <b>CLOSED 10/09/02</b>
155	Business Rules in CMP	AT&T	AT&T believes that business rules are part of CMP? We need to be clear this is the case in the Master Redline? What process is followed to change business rules? Section 12.2.1.9.6 of the SGAT states that business rules regarding rejection of LSRs or ASRs are subject to the provisions of 12.2.6 (CMP language). <b>[CLOSED 4/4/02: Refer to Master Redlined framework]</b>
156	Interconnect Service Center Help Desk	AT&T	Interconnect Service Center Help Desk. This should be worked into the CMP document. SGAT Section 12.2.10.2 states the SPOC for "CLEC to gain assistance in areas involving order submission and manual processes." There seem to have been a number of issues where the process followed at the ISC help desk changes and CLECs are not made aware of those changes until there is a problem processing orders. It appears to relate to training ISC personnel receive and implement that causes a change in process with no notification to CLECs. <b>CLOSED 10/09/02</b>
157	Systems Help Desk	AT&T	SGAT Section 12.2.10.2 refers to "CLEC Systems Help Desk" for "assistance in areas involving connectivity, system availability and file outputs." Is this the same as the IT Wholesale Systems Help Desk referred to in the Master Redline? If so, the Master Redline should state that the IT Wholesale Systems Help Desk is also known as the CLEC Systems Help Desk (and any other name it might be known as). If not the same, we should discuss. <b>CLOSED 10/09/02</b>
158	Forms	AT&T	Review the forms that are used in CMP, insure that they are addressed in the Master Redline and



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			attach them to the Master Redline. We should make clear the forms used for OSS and product/process are subject to CMP (LSRs, CLEC Questionnaire, Product Questionnaire, LOAs, Collocation applications, BFR form). <b>CLOSED 10/09/02</b>
159	CMP Documentation	AT&T	Discuss, confirm and reflect in the Master Redline all documentation that is subject to CMP (EDI Implementation Guide, SATE documents, IMA User Guide, etc.). <b>CLOSED 10/09/02</b>
160	"Interim" vs. Baseline	Judy Lee, Facilitator	The Redesign Team has deemed the current negotiated framework as "Interim Draft" and terms such as "preliminary and trial" have been stated in discussions during negotiation. It is unclear what the continuum process is if the Team has only negotiated an "interim draft" framework, not a baseline framework with language under "Managing the CMP" element to allow for future discussions and modifications. This "interim" approach is causing needless confusion and costs to CLECs and Qwest due to constant changes in how to do business when a change is proposed—CLECs and Qwest must do rework of procedures and training within their organizations to keep up with the changes under CMP (interim to eventually the baseline process). <b>[CLOSED 6/18/02]</b>
161	Flip-flop between OSS Interface and Product/Processes	Judy Lee, Facilitator	The Team states repeatedly that it must complete negotiations on OSS Interfaces first, before addressing Product/Process. However, the Team has not been able to stay focused on this approach, except for one 3-day session since the last session in August. <b>[CLOSED 6/6/02]</b>
162	Incorporate Collocation Cancellation and Decommissioning offering	Covad	How will the positive aspects of the collaborative effort used to develop the Collocation Cancellation and Decommissioning offering be incorporated into CMP?
163	Proprietary CLEC Comments	Judy Lee, Facilitator	Develop a process to manage and track CLEC comments that are deemed proprietary in nature. <b>[CLOSED 6/6/02: Refer to Master Redlined framework]</b>



# CLEC-Qwest CMP Redesign

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164	Misc. - CR vs. Account Team	Eschelon	<p>CR v. Account Team: When an issue is within the Scope of CMP and should be handled by CR versus when an issue should be handled by the Qwest account team for that CLEC.</p> <p>We have had instances where we take an issue to the account team. The account team tells us to go to CMP when we don't think it is a CMP matter. How are account teams informed of the distinctions between their functions and the functions of CMP? (AT&amp;T 11/13 email)</p>
165		Covad	<p>How does our account /service manager fit into the CMP process? Are they going to work with us to get resolution to issues that have become CRs? Will the CMP supplant the account/service manager? ACTION ITEM #216</p>

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**ATTACHMENT A- Eschelon Gap Analysis #126**

**SATE**

-----Original Message-----

**From:** Menezes,Mitchell H - LGA [SMTP:mmenezes@att.com]  
**Sent:** Monday, December 03, 2001 2:57 PM  
**To:** 'Jim Maher'  
**Cc:** Osborne-Miller,Donna - NCAM; Van Meter,Sharon K - NCAM;  
Bahner,Teresa L (Terry) - NCAM; 'Liz Balvin'; 'Karen Clauson'; 'Tom Dixon'; 'Megan Doberneck'; 'Hines, LeiLani'; 'Lee, Judy'; 'Powers, Lynne'; 'Quintana, Becky'; 'Schultz, Judy'; 'Travis, Susan'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; 'Wilson, Kenneth'; Finnegan,John F - LGA; Jennings-Fader, Mana; Rossi, Matt; Routh, Mark; Ford, Laura  
**Subject:** FW: SATE Users' Group Meeting Minutes and Agenda

Jim,

The attached message (and its attachments) raise some questions in my mind about interface testing. As you know, we discussed this topic at last week's redesign session. Based on the attached, it appears that further discussion of interface testing is appropriate for the CMP document, as the topics mentioned below were not discussed. I would like to have discussion on the following:

1. "SATE Users' Group Mission Statement". This part of the minutes indicates that the Users' Group provides (i) Qwest an opportunity to communicate current plans for its testing environment and (ii) CLECs an opportunity to communicate current and future testing needs. I would like to discuss how this fits into CMP. We discussed that plans for the test environment would be reflected in the 12 month development view, but not much more than that. It appears from these minutes that there is more to it. How is communication from this users' group coordinated with the CMP group?
2. In the discussion on CMP CRs for SATE, the minutes state that "The SATE CRs will be prioritized separately from the other production IMA CMP CRs." We have discussed prioritization of system CRs at length and more discussion is necessary. We should discuss what Qwest means about

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prioritization of SATE CRs, because no distinction has been drawn in the discussions we have had to date between SATE CRs and other systems CRs.

3. The minutes further state that CLECs can submit "Data Requests" to Qwest, that Qwest would typically approve in 2 - 5 days and that CRs are not needed for Data Requests. However, if a CLEC (or Qwest?) wants the test environment to support a new product, then the CLEC (or Qwest?) must submit a CR. No such distinction was discussed in the interface testing section of the redesign document. We should have such a discussion and document it appropriately. We might start with a definition of "Data Request" in this context.

Please work with Judy Lee and Judy Schultz to include these items on the agenda for discussion at the next (or a later) redesign meeting. Thanks.

Mitch Menezes  
AT&T  
303-298-6493

### Wholesale/Resale Processes

TO: Judy Schultz  
  
FROM: AT&T CMP Redesign Team  
  
DATE: December 10, 2001

RE: Excerpts from Qwest Code of Conduct and Retail Wholesale Process – posted 10-15-01.

On October 15, 2001, Qwest posted on the CMP Redesign website (i) an excerpt from its code of conduct, (ii) Wholesale Impact Checklist Methods, (iii) Response Methods for the Wholesale Impact Checklist, (iv) a spreadsheet on process, systems &/or center impacts. AT&T has several questions about these materials, as follows. AT&T would like to review the requested documents and discuss these questions and their answers, with the knowledgeable Qwest personnel present, at a CMP Redesign meeting:

#### A. Wholesale Impact Checklist Methods

1. Who are the retail personnel who use this process (what work groups are they in that dictate the requirement to follow this process)? Is this separately managed by center or work group?

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2. How do Qwest retail personnel know to follow this process? Is it really followed "When Retail makes any changes to Processes, Systems or Center Operations"?
3. How is adherence to this process monitored?
4. Second paragraph, fourth line down - "it is the responsibility of both parties to negotiate an agreement before implementation" - to what parties does this refer? What is the nature of the agreement? Implementation by whom and of what?
5. Second paragraph, fifth and sixth lines down - "The Wholesale contact will respond with the type of impact Major, Minor, or No Impact, and will include a brief and thorough description of what impact the change will have" -
  - who makes this determination?
  - on what basis is this determination made (impacts to whom or what)?
  - What objective criteria exist for "The Wholesale contact" to make these determinations?
6. Second paragraph, eighth line down refers to "all appropriate Wholesale contacts" (seems to tie to Step 12). Who would these people be and how do the retail personnel know whom to contact (what guidance do they have that directs the communications)?
7. Who is Andy Simpson (end of second paragraph and Step 9)? Who are Denise Martinez and Bill Casurella (Step 9)?
8. Step 1 in the table. What is located at [http://dmpweb-nel.uswc.uswest.com/training/Process%20Helper/Table\\_of\\_Contents.htm](http://dmpweb-nel.uswc.uswest.com/training/Process%20Helper/Table_of_Contents.htm)? AT&T would like for CLECs to have the opportunity to review this.
9. AT&T would like CLECs to be able to review and discuss with Qwest examples of what is produced at Steps 10, 13 and 14.

### **B. Response Methods for the Wholesale Impact Checklist**

1. What wholesale groups would receive notification from retail? How do Qwest wholesale personnel know to follow this process?
2. Step 3 refers to functions impacted and that they are associated to the PIDs listed on each line in Column. AT&T would like CLECs to have an opportunity to discuss this Step with the table, including all columns and rows that Qwest personnel view, available

## CLEC-Qwest CMP Redesign

### Combined Gap Analysis

**(NOTE: Eschelon submitted 69 out of 165 (42%) Gaps and an extensive E-mail is attached at the end-Gaps were submitted by Redesign attendees in Jan 2002 and were addressed in numerous Redesign sessions.)**

for CLECs to view (column J, K, L, others?). Does the reference to PIDs in Step 3 mean that the only change that goes through this process is one measured by the PIDs? What are the PID relationships referenced in Step 3?

3. If impacts are determined to exist, (i) what is the process on the wholesale side to incorporate that change into the wholesale business and processes and (ii) what steps are taken to insure that the change on the wholesale side occurs at the same time as it occurs on the retail side?

4. How does Qwest determine to redact from retail what it provides to wholesale? For example, if a website or database is available to retail, how does Qwest determine to make only certain information/fields from such website/database available to wholesale customers?

5. Step 15 appears to have some text missing.

#### **C. Last Page (Untitled spreadsheet)**

1. Is this the "Wholesale Impact Spreadsheet" referenced in the above processes?"

2. Are we seeing the entire spreadsheet as it is seen by the Qwest retail and wholesale personnel? AT&T would like CLECs to have the opportunity to see the entire document as used by Qwest retail and wholesale personnel.

3. AT&T would like CLECs to have the opportunity to see samples of this spreadsheet completed by Qwest retail and wholesale personnel.

4. Is the submitter the retail person?

5. What documentation exists to explain the criteria for completing the columns under "Process, Systems, &/or Center Impacts?"

6. "Contact & Tel. No." column. Are these retail or wholesale contacts? Other? Does this list represent all of the (wholesale/retail?) contacts at Qwest for notification of changes?

7. It looks like this spreadsheet is to identify impacts, but we don't see where the change in systems, process or center is actually described. How is that communicated?

## CLEC-Qwest CMP Redesign

### Combined Gap Analysis

(NOTE: Eschelon submitted 69 out of 165 (42%) Gaps and an extensive E-mail is attached at the end-Gaps were submitted by Redesign attendees in Jan 2002 and were addressed in numerous Redesign sessions.)

### RESPONSES TO CRs

-----Original Message-----

From: Clauson, Karen L.  
Sent: Monday, January 07, 2002 2:54 PM  
To: 'Judith Schultz'; 'Lee, Judy'  
Cc: 'Jim Maher'; 'Terry Bahner'; 'Liz Balvin'; 'Tom Dixon'; 'Megan Doberneck'; 'Hines, LeiLani'; 'Littler, Bill'; 'Menezes, Mitch'; 'Osborne-Miller, Donna'; 'Quintana, Becky'; 'Rossi, Matt'; 'Stichter, Kathleen L.'; 'Travis, Susan'; 'VanMeter, Sharon'; 'Wicks, Terry'; 'Woodcock, Beth'; 'Yeung, Shun (Sam)'; 'Mark Routh'; 'Michael Zulevic'; 'Stichter, Kathleen L.'; 'Powers, F. Lynne'; 'Johnson, Bonnie J.'  
Subject: Responses to CRs/Action Item

Based on some comments made during the last CMP monthly meeting, I believe the Re-Design team needs an action item to discuss and clarify the CR process for responses to CRs. I may have misunderstood, but I thought that Qwest made some comments at the last CMP meeting that suggested that some CRs must wait for a response until the next monthly meeting, even if the parties are prepared to go forward earlier. My recollection of this process is that there is a preference to handle issues in the monthly CMP meetings, when possible, so that the parties are not burdened with a multitude of notices and off-line calls. Because CLECs already have notice of the monthly meetings and have made time in their schedules for that meeting, it is a good time to discuss the issues with the most participants and make use of the time for substantive, industry discussion. If, however, Qwest is prepared to respond to a CR (or wants a "problem solving" session with options for solutions) and the CR initiator believes that the issue cannot wait until the next CMP meeting, the CR initiator can obtain an off-line call, provided that other CLECs are invited, with sufficient notice. The notice will describe the issue so that other CLECs understand what will be discussed. There will be an agenda and meeting minutes for the call. If a call takes place, a full disclosure and discussion of the call's contents will occur at the next CMP monthly meeting. Voting does not occur during off-lines calls, except perhaps in an emergency and even then only if the issue and the fact that there will be a vote is addressed in the notice. (The Qwest response can also be provided in writing to all CLECs in advance of a meeting and then discussed at the next CMP meeting.) This was an effort to balance the need to ensure notice to the most CLECs and avoid a lot of calls that may not fit into everyone's schedules with the need to ensure receipt of timely responses.

For example, if the CMP meeting is only a few days away, it would probably be best if the response were discussed in the full meeting (though the written response can be distributed earlier). If, however, the response is available immediately after a CMP meeting, the CR Initiator should not have to wait an entire month for a needed response. If the CR Initiator needs the

CLEC-Qwest CMP Redesign

Combined Gap Analysis

**(NOTE: Eschelon submitted 69 out of 165 (42%) Gaps and an extensive E-mail is attached at the end-Gaps were submitted by Redesign attendees in Jan 2002 and were addressed in numerous Redesign sessions.)**

information, the GR Initiator may obtain an inbetween-meetings call (properly noticed to other CLECs with sufficient notice) before the next CMP meeting.

I recall that this is how the subcommittee addressed the issue on the call. As we discussed on the call, any subcommittee issues need to be brought to the full Core Team and need to be addressed in the documentation. If that happened, perhaps I missed it.

This is the process that I remember from the sub-committee call that myself, Liz Balvin, Bill Littler, Sandy Evans, Judy Schultz and perhaps others participated in. Is this also the recollection of you all? (If so, did I just misunderstand at the CMP meeting, or was Qwest referring to another issue?) Has the process changed since then? Where is this process documented?

If I misunderstood, I apologize. Please just point me to the proper place in the documentation where the process is set out. If it isn't fully documented yet, please add an action item to develop that documentation. Thanks.

Karen L. Clauson  
Director of Interconnection  
Eschelon Telecom, Inc.  
730 2nd Ave. South, Suite 1200  
Minneapolis, MN 55402  
Phone: 612-436-6026  
Fax: 612-436-6126

**EXHIBIT DLP-10**



Concept Agreed To?	Language Agreed To?	Issue #	Issue	Allegiance	AT&T	Covad	Eschelon	Qwest	WorldCom	Total
Yes	Yes	I.A.12.	Qwest to propose language on the criteria used to determine method of implementing regulatory changes. (OSS Interface CR Process, Section 5.1) (CMP Issues Log # 243.)	8	2	1	4	1	2	18
Yes	Yes	I.A.9.	Provide a decision on whether to provide copies of documentation regarding prioritization and sizing. (CMP Issues Log # 196.) This issue includes completion of the prioritization process within CMP (CMP Gap Analysis ## 117 - 120 & 124.) [Late Adder]	9	3	3	2	2	8	27
Yes	Yes	I.A.11.	Also, discuss the Special Change Request Process [SCRIP]							
Yes	Yes		What is the status of a change when the escalation or dispute resolution is invoked? (CMP Issues Log # 226.) Embedded within this issue is the imbalance in treatment that CLEC CRs receive versus Qwest CRs. (CMP Gap Analysis # 20.) [Postponement language]	1	8	8	1	5	7	30
Yes	Yes	I.A.2.	State the criteria for Deny (reasons why) for the CR process. (CMP Issues Log #118; CMP Gap Analysis # 59.)	11	1	2	5	4	9	32
Yes	Yes	I.A.1	Review the CR process to insure that the description of the output of each step of the process is clearly defined; i.e., LOE (range of hours) and affinity. (CMP Issues Log #214; CMP Gap Analysis ## 121 - 123.) [OSS Interface CR Process, Section 5.2]	6	6	5	9	3	6	35
Yes	Yes	V.c.	What changes are CLEC-impacting and what process governs them? What is the process when a CLEC-impacting change occurs, but was not expected? (CMP Issues Log ## 110 & 179.) 3/18: Team agreed that this item pertains to the IT Help Desk and ISC help desk relationship.	2	10	7	6	7	4	36
Yes	Yes	I.A.7.	Where will a CR that impacts both an OSS interface and process be addressed - at the Systems or Product/Process CMP Meeting? We will need to develop language to address this issue. (CMP Issues Log # 163.) Embedded in this issue is Part B of AT&T's February CMP Comments: product/process must be addressed at least to the extent that there is a process to handle crossover issues. [Crossover CR]	10	4	4	7	10	3	38
Yes	Yes	III. Part H	The significant CMP Product/Process issues need to be resolved in order for Qwest to rely on its SGAT as support for its section 271 application. References to Qwest PCATs and Technical Publications in the SGAT cannot change the existing SGATs and interconnection agreements. However, to the extent that Qwest wishes to change the terms of the SGAT by its PCATs or Technical Publications, there must be an effective, balanced industry process that controls the changes to those product documents. CMP Product/Process is currently a "notice and go" process. Qwest tells CLECs that Qwest is changing something and then Qwest implements the change. There is only discussion after the fact. This process must be more collaborative. CLECs should have input into changes before they are implemented. See also CMP Gap Analysis ## 20 - 22 & 114. 1 [Qwest-initiated Product/Process Change Process]	5	9	9	11	6	1	41

Concept Agreed To?	Language Agreed To?	Issue #	Issue	Allegiance	AT&T	Covad	Eschelon	Qwest	WorldCom	Total
		I.A. 6.	What is the process to manage changes to performance reporting calculations, etc.? How do we handle the overlaps between what is being negotiated at the CMP Redesign and CPAP-like procedures? (CMP Issues Log # 158.) This includes establishing a process connection between PIDs and CMP as described in Part F of AT&T's February CMP Comments. [CMP PID Administration Group]							
Yes	Yes			4	5	11	8	9	5	42
Yes	Not applicable	I.A. 3.	Determine whether a process is necessary to address non-coding changes. (CMP Issues Log #137.)	7	7	6	10	8	10	48
Yes	Not applicable	V.d.	What is CMP's role in rate changes or rate "validation"? (CMP Gap Analysis ## 1 & 2.)	3	11	10	3	11	11	49

BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER  
MIKE GLEASON  
COMMISSIONER  
JEFF HATCH-MILLER  
COMMISSIONER

IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) ) DOCKET NO. RT-00000F-02-0271  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )

IN THE MATTER OF U S WEST )  
COMMUNICATIONS INC.'S )  
COMPLIANCE WITH § 271 ) DOCKET NO. T-00000A-97-0238  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )

REBUTTAL TESTIMONY OF JUDITH RIXE

MARCH 7, 2003

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1    **I.       IDENTIFICATION OF WITNESS**

2    **Q:       WHAT IS YOUR FULL NAME?**

3    A:       Judith Ann Rixe.

4    **Q:       COULD YOU DESCRIBE YOUR PRESENT JOB AND WORK**  
5           **HISTORY?**

6    A:       I have been at Qwest Corporation ("Qwest") since 1984. Currently, I am a  
7           Sales Executive at Qwest Corporation ("Qwest"). I have held this position  
8           two years, and am responsible for sales to certain Midwest wholesale  
9           customers. Prior to that, I was a Senior Service Manager on the Eschelon  
10          account. In my current position at Qwest, I am responsible for sales to  
11          certain wholesale customers.

12   **Q:       WHAT IS YOUR EDUCATIONAL BACKGROUND?**

13   A:       I received my Bachelor of Arts degree in Mathematics from Augsburg  
14          College in Minneapolis.

15   **Q:       WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16   A:       I would like to respond to the testimony filed by Clay Deanhardt and  
17          Marylee Diaz Cortez on behalf of RUCO regarding the November 15,  
18          2000 Escalation Procedures and Business Solutions Letter with Eschelon  
19          and the consulting agreement in the November 15, 2000 Confidential  
20          Amendment to Confidential / Trade Secret Stipulation with Eschelon.

21   **II.       ESCALATION PROCEDURES AND BUSINESS SOLUTIONS LETTER**

22   **Q:       ARE YOU FAMILIAR WITH THE NOVEMBER 15, 2000 *ESCALATION***  
23           ***PROCEDURES AND BUSINESS SOLUTIONS LETTER BETWEEN***  
24           ***ESCHELON AND QWEST?***

1 A: Yes.

2 Q: HAVE YOU REVIEWED CLAY DEANHARDT'S TESTIMONY  
3 REGARDING THAT LETTER AGREEMENT?

4 A: I have. A copy of the agreement is attached to his testimony as Exhibit  
5 CD-59. He describes the letter agreement as being part of a complex  
6 transaction that would give Eschelon some benefit not available to other  
7 CLECs.

8 Q: DO YOU AGREE WITH THAT CHARACTERIZATION?

9 A: I do not.

10 Q: WHAT WAS QWEST'S INTENT IN ENTERING INTO THE NOVEMBER  
11 15, 2000 *ESCALATION PROCEDURES AND BUSINESS SOLUTIONS*  
12 *LETTER*?

13 A: Qwest's intent in entering into the escalation procedure with Eschelon was  
14 to improve Qwest's business-to-business relationship with Eschelon. In  
15 particular, Qwest wanted to formalize with Eschelon the escalation  
16 process that it used for all wholesale customers, because Eschelon often  
17 did not follow that process and would initiate a formal complaint without  
18 attempting to resolve issues at a business level. Qwest believed that the  
19 establishment of a process for the discussion of issues would further the  
20 resolution of those issues.

21 Q: DOES ESCHELON'S ESCALATION PROCEDURE DIFFER FROM THE  
22 PROCEDURE USED FOR OTHER WHOLESALE CUSTOMERS?

23 A: No. Our standard business practice is if any issue cannot be resolved at a  
24 given level, we will routinely escalate to a higher level within our company

1 to achieve resolution. This is done for any CLEC customer. Qwest  
2 routinely escalates within the organization issues or disputes that it may  
3 have with its wholesale customers because Qwest has an interest in  
4 resolving problems cooperatively with our customers. Doing so is much  
5 more efficient and expeditious for both sides.

6 **Q: DID QWEST FILE INTERCONNECTION AGREEMENT AMENDMENTS**  
7 **WITH THE ARIZONA CORPORATION COMMISSION REFLECTING**  
8 **THAT IT HAD ENTERED INTO ESCALATION PROCEDURES WITH**  
9 **ESCHELON?**

10 **A:** Yes. Section 1.3 of the Interconnection Agreement Amendment 7 states  
11 that "[t]he Parties wish to establish a business-to-business relationship  
12 and have agreed that they will attempt to resolve all differences or issues  
13 that may arise under the Agreements or this Amendment under an  
14 escalation process to be established between the parties." That  
15 amendment was attached to Larry Brotherson's direct testimony as Exhibit  
16 LBB-5.

17 **III. CONFIDENTIAL AMENDMENT TO CONFIDENTIAL / TRADE SECRET**  
18 **STIPULATION (STAFF AGREEMENT NO. 2)**

19 **Q: ARE YOU FAMILIAR WITH THE CONSULTING AND NETWORK-**  
20 **RELATED SERVICES PROVISION OF THE NOVEMBER 15, 2000**  
21 **CONFIDENTIAL AMENDMENT TO CONFIDENTIAL / TRADE SECRET**  
22 **STIPULATION BETWEEN ESCHELON AND QWEST?**

23 **A:** Yes. I participated in meetings in which Audrey McKenney, the former  
24 Senior Vice President for Wholesale Services, and other Qwest personnel  
25 negotiated this provision with Eschelon.

1    **Q:    HAVE YOU REVIEWED THE TESTIMONY OF MARYLEE DIAZ**  
2           **CORTEZ AND CLAY DEANHARDT REGARDING THIS AGREEMENT?**

3    A:    Yes, I have.

4    **Q:    DO YOU HAVE ANY INFORMATION RELATING TO MR.**  
5           **DEANHARDT'S DISCUSSION ON PAGES 56 (LINES 14 THROUGH 16)**  
6           **AND 58 THAT THE CONSULTING AGREEMENT IS A "SHAM"?**

7    A:    Yes. As a matter of fact, Eschelon provided valuable consulting services  
8           to Qwest under the agreement. If Mr. Deanhardt could have seen the  
9           state of Qwest's DSL product or its unbundled conversions prior to  
10          Eschelon's working with us, he could not believe that the consulting was a  
11          "sham." When the parties entered into the consulting and network-related  
12          services agreement, Eschelon and Qwest had been spending a  
13          considerable amount of time, effort, and expense attempting to resolve  
14          Qwest's difficulties in coordinating unbundled loop conversions for service  
15          to Eschelon's retail customers. Eschelon had prior experience in working  
16          with other CLEC companies on the East Coast in unbundled loop  
17          conversion. When the parties began implementing the consulting and  
18          network-related services agreement, Qwest realized that Eschelon's  
19          expertise in unbundled loop conversion could provide significant  
20          assistance to Qwest, while reducing service cutoffs to Eschelon's and  
21          other CLEC's retail customers.

22   **Q:    HAVE YOU REVIEWED THE PORTIONS OF THE DEPOSITION**  
23           **TESTIMONY OF RICK SMITH, THE PRESIDENT OF ESCHELON, THAT**  
24           **ARE RELATED TO THE CONSULTING AGREEMENT?**



1 A: Yes.

2 Q: BEGINNING ON PAGE 61, MR. SMITH TESTIFIED THAT SERVICE-  
3 RELATED PROBLEMS THAT ESCHELON WAS HAVING WITH QWEST  
4 WAS ONE OF THE REASONS ESCHELON WAS PROVIDING  
5 CONSULTING, BUT THERE WERE OTHER REASONS AS WELL. DO  
6 YOU AGREE?

7 A: Yes. In particular, Mr. Smith mentions platform issues and product  
8 development issues. Qwest believed that Eschelon could provide  
9 assistance with collocation and DSL services. Exhibit JR-1 is a true and  
10 complete copy of an e-mail from Karen Clauson at Eschelon to me dated  
11 December 8, 2000 that describes the nine consulting teams that Eschelon  
12 proposed, and attaches a list of approximately fifty team members that  
13 Eschelon was willing to dedicate to providing these consulting services.

14 Q: DID ESCHELON PROVIDE CONSULTING SERVICES REGARDING  
15 UNBUNDLED LOOP CONVERSIONS?

16 A: Yes. Eschelon worked with Qwest on the Unbundled Loop Conversion  
17 Team.

18 Q: WHAT IS THE UNBUNDLED LOOP CONVERSION TEAM?

19 A: That team, also known as the cutover team, was established by Eschelon  
20 and Qwest in order to facilitate the exchange of ideas and advice on  
21 unbundled loop conversion.

22 Q: HOW OFTEN DID THE TEAM MEET?

23 A: The team met weekly in person or by telephone to implement and develop  
24 cutover processes that would be used for the entire CLEC community. In

1           addition, we discussed specific orders for loop conversion, evaluated the  
2           week's performance, and analyzed the problems that occurred.

3   **Q:    CAN YOU DESCRIBE THE WORK OF THE TEAM?**

4   A:    Qwest and Eschelon jointly conducted a trial in order to develop cutover  
5           processes. Both parties determined trial parameters described in the  
6           document marked Exhibit JR-2. Exhibit JR-2 is a true and correct copy  
7           and was produced and maintained in the regular course of business. That  
8           cutover trial resulted in the processes that are now used for all CLEC  
9           customers at Qwest's cutover center in Omaha, known as the Qccc. The  
10          Qccc handles coordinated cuts. Coordinated cuts are orders that have a  
11          specific time during which the work must be performed. The team  
12          discussed the orders that were to be cut and which central office would  
13          handle the work so Qwest could have a central office technician available  
14          for those cuts. The team discussed any problems that occurred during the  
15          cut and discussed how to solve those problems.

16   **Q:    DID ESCHELON PROVIDE ANY VALUABLE CONSULTING SERVICES**  
17          **RELATED TO CUTOVERS?**

18   A:    Yes.

19   **Q:    CAN YOU GIVE SOME EXAMPLES?**

20   A:    Through these meetings, Qwest determined that the logs completed by its  
21          testers were insufficiently detailed to track what happened to each order  
22          from the time it was received to the time it was fulfilled. Qwest now keeps  
23          detailed logs that assist it in its determination as to where resources are  
24          being applied and whether they are being used to maximum benefit. The

1 team made the testers notes more specific so that if and when a problem  
2 does occur Qwest can identify the source of the problem. Also, the Qccc  
3 does random checks on the orders today to make sure that process is  
4 being followed. Finally, as a result of the meetings, the cutover team also  
5 started the 48-hour dial tone check, which reduces customer down-time.  
6 The document marked Exhibit JR-3 discusses some of the processes that  
7 were implemented at the Qccc as a result of the cutover trial. Exhibit JR-3  
8 is a true and correct copy and was produced and maintained in the regular  
9 course of business.

10 **Q: HAVE ESCHELON'S SUGGESTIONS RESULTED IN CHANGES TO**  
11 **QWEST'S INTERNAL PROCEDURES?**

12 A: Yes. Because of improved processes, Qwest's service to all CLEC  
13 customers has improved. These improved processes are reflected in the  
14 document marked Exhibit JR-4. Exhibit JR-4 is a true and correct copy  
15 and was produced and maintained in the regular course of business.

16 **Q: DID ESCHELON PROVIDE ANY CONSULTING SERVICES**  
17 **REGARDING DSL?**

18 A: Yes. Eschelon provided advice and assistance regarding Qwest's  
19 wholesale DSL service from approximately January through June 2001.

20 **Q: AT THAT TIME, DID QWEST HAVE EXPERIENCE WITH WHOLESALE**  
21 **DSL?**

22 A: No. In January 2001, Qwest's primary experience was with retail DSL,  
23 rather than the wholesale DSL service that Eschelon was purchasing for  
24 resale to its own retail customers. At the time, Eschelon wanted to be one

1 of Qwest's first DSL wholesale customers, but Qwest did not have an  
2 order process for wholesale DSL.

3 **Q. CAN YOU DESCRIBE WHAT THE DSL TEAM DID?**

4 A. Because we did not have documented processes in place, the purpose of  
5 the team was to receive advice from Eschelon and to take that advice and  
6 develop documentation and testing processes for resale DSL including the  
7 ordering of equipment. Qwest and Eschelon also formed several Virtual  
8 Implementation teams: Pre-Sales; Order Fulfillment; Provisioning; Test  
9 and Tune Up; Installation and Repair. Marked as Exhibit JR-5 is a true  
10 and correct copy of the Eschelon/Qwest Virtual Implementation Team  
11 (RADSL), which describes the teams that were to be established. Exhibit  
12 JR-5 was received and maintained by Qwest in the normal course of  
13 business.

14 **Q: DID ESCHELON HELP QWEST DEVELOP AN ORDER PROCESS FOR**  
15 **WHOLESALE DSL?**

16 A: Yes. During the January through June 2001 time period, representatives  
17 from Eschelon and Qwest met every day by telephone or in person for  
18 three months, and with less frequency thereafter. Eschelon provided  
19 advice and assistance regarding loop conversion for DSL with separate  
20 teams that focused on order fulfillment, provisioning, installation, test and  
21 turn up, and repair. The order fulfillment team was the largest team,  
22 involving as many as twenty people from Eschelon alone, and it met once  
23 or twice a week, ultimately developing flow charts for order processing that  
24 continue to be used by Qwest at the present time. Exhibit JR-6 is a true

1       and correct copy of "Eschelon/Qwest RADSL Pre-Sales & Order  
2       Fulfillment Operational Coordination Macro Process Flow" which  
3       summarizes the work regarding pre-sales and order fulfillment and was  
4       received and maintained by Qwest in the order course of business.  
5       Exhibit JR-7 is a true and correct copy of "Eschelon/Qwest RADSL  
6       Provisioning Operational Coordination Macro Process Flow" which  
7       illustrates the process for ordering through installation. Eschelon and  
8       Qwest developed the process described in Exhibit JR-7.  
9       The team also discovered a system interface problem between a CLECs  
10      system and the Qwest system. This interface problem resulted in  
11      discrepancies regarding whether a particular loop could support the DSL  
12      service. The team spent considerable amount of time determining the  
13      cause of the problem and developed the interim measure described in  
14      Exhibit JR-8, which was to be used until the interface problem was  
15      resolved. Marked as Exhibit JR-8 is a true and correct copy of "Qwest  
16      Manual RADSL Pre-Qualification Check Request" which was produced  
17      and maintained in the normal course of business.  
18      The team also developed the process for ordering customer provided  
19      equipment described in Exhibit JR-9. Exhibit JR-9 is a true and correct  
20      copy of "Eschelon/Qwest RADSL CPE Order Fulfillment Operational  
21      Coordination – Macro Process Flow" which was received and maintained  
22      by Qwest in the normal course of business. The process described in  
23      Exhibit JR-9 is now used for all of Qwest's CLEC customers.

1 Eschelon also proposed using a hard copy purchase order as described in  
2 Exhibit JR-10. Exhibit JR-10 is a true and complete copy of a proposed  
3 CLEC Purchase Order form, which was received and maintained by  
4 Qwest in the normal course of business.

5 **Q: HOW DID THE WHOLESALE EXPERIENCE GAINED FROM**  
6 **ESCHELON REGARDING DSL BENEFIT QWEST?**

7 A: The wholesale experiences gained from Qwest's work with Eschelon  
8 allowed Qwest to offer a DSL product to other wholesale customers in the  
9 emerging market division. There was a significant amount of output  
10 regarding DSL processes. For example, Eschelon helped Qwest design  
11 the process flow and order examples for the IMA system. In addition,  
12 prior to Eschelon's assistance, Qwest did not use consistent billing  
13 language for customer provided equipment ("CPE"). Eschelon helped  
14 Qwest provide consistent billing labels for CPE bills, which in turn allowed  
15 Eschelon and other CLECs to reconcile their CPE bills. In addition,  
16 Eschelon assisted Qwest in developing a wholesale CPE procurement  
17 process. Eschelon also helped Qwest develop the process to produce a  
18 nonbranded kit and nonbranded documentation for CPE. Furthermore,  
19 Eschelon helped Qwest develop guides for wholesale customers for  
20 providing Tier 1 support to their retail customers. Finally, Eschelon helped  
21 Qwest develop a documented repair process so that wholesale customers  
22 could call directly in to Tier 2 support. All of these were processes that  
23 Qwest needed to have in place in order to provide the product to other  
24 CLECs.

1    **Q:    WHAT RESOURCES DID ESCHELON PUT INTO CONSULTING ON**  
2       **DSL SERVICES?**

3    A:    Eschelon put anywhere from six to twelve people on the DSL consulting  
4       team, which met every two weeks for several months. Exhibit JR-11 is a  
5       true and complete copy of an e-mail from Steve Fleming, the initial  
6       Eschelon DSL project manager, to me dated January 19, 2001 and  
7       attached issues matrix reflecting the first month's work on this issue.  
8       Exhibit JR-12 is a true and complete copy of an e-mail from Jay Ludke,  
9       the subsequent Eschelon DSL project manager, to me dated February 6,  
10      2001 and attached presentation reflecting the work on the DSL issue in  
11      February. These are only examples of the documents produced during  
12      the course of Eschelon's work on the DSL issue. In addition, Eschelon  
13      dedicated a project manager to the DSL product full-time for several  
14      months.

15   **Q:    DO YOU AGREE WITH MR. SMITH'S STATEMENT ON PAGE 61 OF**  
16       **HIS TESTIMONY THAT ESCHELON'S CONSULTING SERVICES**  
17       **"CLEARLY WENT BEYOND WHAT A CLEC WOULD TYPICALLY DO**  
18       **FOR AN ILEC OR AN RBOC IN TERMS OF PROVIDING CONSULTING**  
19       **SERVICES"?**

20   A:    Yes. There is no other CLEC of which I am aware that has the resources  
21       and expertise to devote this much talent, time, and energy to the DSL  
22       product. Other CLECs are willing to work with us to resolve issues at a  
23       micro level – that is, to work on issues that are specific to them.  
24       Eschelon's work with Qwest was aimed toward solving problems at a

1 macro level, and Eschelon created solutions that would work for all of  
2 Qwest's customers. Eschelon was uniquely situated to provide that work,  
3 in that it operated across Qwest's entire region and was able to identify  
4 problems across Qwest's territory. I do not know of any other CLEC that  
5 not only had that level of talent and time, but was also willing to provide it  
6 to Qwest.

7 **Q: HOW WOULD YOU VALUE THE SERVICES PROVIDED BY**  
8 **ESCHELON FOR DSL?**

9 A: I would place a very high value on them. Qwest did not have sufficient  
10 internal resources in DSL product management to design and test  
11 wholesale processes for DSL orders, DSL repair, and CPE orders.  
12 Eschelon spent at least four months preparing the processes with Qwest,  
13 which were vital to Qwest's ability to roll out the DSL product to other  
14 CLEC customers. I have successfully used these processes to sell the  
15 product to other wholesale customers. There are many CLECs who would  
16 not be providing DSL services to retail customers as timely and effectively  
17 as they are able to now without the development of these processes.

18 **Q: DID ESCHELON PROVIDE CONSULTING SERVICES IN OTHER**  
19 **AREAS?**

20 A: Yes. Exhibit JR-6 is an example of one of those areas. Exhibit JR-6 is a  
21 true and complete copy of a January 24, 2001 e-mail from Karen Clauson  
22 at Eschelon to me that attaches a held orders issues matrix. This matrix  
23 discusses Eschelon-identified issues and recommendations regarding  
24 held orders, including lack or reuse of facilities. The action steps in this



1 document talk about the manner in which Eschelon's recommendations  
2 could be implemented with other CLECs.

3 In addition, Eschelon gave Qwest a substantial amount of material related  
4 to the consulting services it provided to Qwest in December 2001. That  
5 material is attached as Exhibit JR-13. Exhibit JR-13 was maintained in the  
6 ordinary course of business. Exhibit JR-13 is the work product that Qwest  
7 received from Eschelon. There is some duplication between the  
8 documents in Exhibit JR-13 and the other exhibits to my testimony, but all  
9 the documents are included in this exhibit to give a full picture of  
10 Eschelon's consulting services.

11 **Q: ARE YOU FAMILIAR WITH THE MINNESOTA ADMINISTRATIVE LAW**  
12 **JUDGE'S FINDING THAT "THE TESTIMONY OF QWEST WITNESS**  
13 **JUDY RIXE REGARDING THE 'CONSULTING' AGREEMENT**  
14 **BETWEEN QWEST AND ESCHELON IS NOT CREDIBLE. ON MAY 1,**  
15 **2002, MS. RIXE TESTIFIED 'WELL, NUMBER 1, WE DON'T OFFER**  
16 **DISCOUNTS.' HER TESTIMONY IS DIRECTLY CONTRADICTED,**  
17 **HOWEVER, BY QWEST-DRAFTED DISCOUNT OFFERS SHE**  
18 **POSSESSED THAT QWEST PRODUCED TO THE DEPARTMENT**  
19 **ONLY AFTER MS. RIXE HAD BEEN CROSS-EXAMINED"?**

20 **A:** Yes. I would like to respond to that finding. With all due respect, the  
21 Administrative Law Judge took my testimony out of context. My testimony  
22 in that proceeding addressed the consulting services provided by  
23 Eschelon to Qwest. I supported the Eschelon account for 1-½ years.  
24 During that time, I was aware of the work Eschelon invested in providing

1 consulting services to Qwest, and no one ever stated to me – either from  
2 Eschelon or from Qwest – that Eschelon received a discount from Qwest.  
3 Of course, Qwest does provide discounts in other situations, such as in  
4 non-regulated services and on tariffed volume commitment plans. I have  
5 been in Wholesale since 1986 and the entire time since the passage of  
6 1996 Telecommunications Act. In that time, I have never known Qwest to  
7 provide a going forward discount to a CLEC on interconnection products  
8 and services, which was the subject of the Minnesota hearing. That was  
9 context of the testimony I provided, and it is accurate.

10 **Q: DOES THAT CONCLUDE YOUR TESTIMONY?**

11 **A:** Yes.

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**MARC SPITZER  
CHAIRMAN  
JIM IRVIN  
COMMISSIONER  
WILLIAM A. MUNDELL  
COMMISSIONER  
MIKE GLEASON  
COMMISSIONER  
JEFF HATCH-MILLER  
COMMISSIONER**

**IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) ) DOCKET NO. RT-00000F-02-0271  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996**

**IN THE MATTER OF U S WEST )  
COMMUNICATIONS INC.'S )  
COMPLIANCE WITH § 271 ) DOCKET NO. T-00000A-97-0238  
OF THE TELECOMMUNICATIONS )  
ACT OF 1996**

**EXHIBITS OF**

**JUDITH RIXE**

**MARCH 7, 2003**

**REDACTED**

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

MARC SPITZER, CHAIRMAN  
JIM IRVIN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON

IN THE MATTER OF )  
QWEST CORPORATION'S )  
COMPLIANCE WITH SECTION 252(e) OF )  
THE TELECOMMUNICATIONS ACT OF 1996 )

DOCKET NO. RT-00000F-02-0271

AFFIDAVIT OF  
JUDITH A. RIXE

STATE OF MINNESOTA )

COUNTY OF HENNEPIN )

Judith A. Rixe, of lawful age being first duly sworn, deposes and states:

1. My name is Judith A. Rixe. I am Sales Manager, Wholesale division of Qwest Corporation officing in Minneapolis, Minnesota. I have caused to be filed written rebuttal testimony and exhibits in support of Qwest Corporation in Docket No. RT-00000F-02-0271.
2. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.

  
Judith A. Rixe

SUBSCRIBED AND SWORN to before me this 5 day of march,  
2003.

  
Notary Public

My Commission Expires: Jan 31 2005

